

EXHIBIT B

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at yseoane@anthology.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to yseoane@anthology.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Statement of Work No. 2459627

Section 1. Introduction

This STATEMENT OF WORK ("SOW") identifies the scope of services, deliverables, and payment arrangements between **Anthology Inc.** ("Anthology") and **Lakeshore Technical College** ("Customer"), is subject to the Addendum to the Master Agreement for Software As A Service, Software, and Professional Services entered into by Anthology and Customer dated as of July 1, 2022 (the "Addendum") and the General Terms of the Master Agreement for Software As A Service, Software, and Professional Services between Anthology and Southwest Wisconsin Technical College, dated as of June 30, 2020, as amended and revised by the Addendum (the "Master Terms" and collectively with the Addendum, the "Agreement"). The terms and conditions in this SOW shall be in addition to all terms contained in the Agreement, which shall continue in full force and effect. This SOW shall control over any conflicting terms, conditions, or pricing in the Agreement. This SOW will become effective by Customer submitting to Anthology its signature on this SOW and Anthology's signature and acceptance thereafter ("Effective Date"). Anthology shall have no obligation to perform services prior to such time. Capitalized terms not defined herein shall have the meaning assigned in the Agreement.

Section 2. Period of Performance

The period of performance for this engagement will commence following the Effective Date of this SOW and will continue until all services are performed or this SOW terminates in accordance with the Agreement. Any modifications or extensions will be subject to the terms, conditions, or pricing of a Change Order or new Statement of Work.

Section 3. Anthology Solutions to be Implemented and Additional Services

A. Anthology Solutions

Pursuant to this SOW, implementation will consist of the following solutions for the business processes as defined within Appendix A of this SOW ("Business Processes"):

- Anthology Student™ (f/k/a CampusNexus® Student)
- Anthology Reach™ (f/k/a CampusNexus® Engage)
- Anthology Apply™ (f/k/a CampusNexus® Apply)
- Anthology Succeed™ (f/k/a CampusNexus® Succeed)
- Anthology Digital Assistant™
- Anthology Raise™
- Anthology Encompass™
- Anthology Finance & HCM™ (f/k/a CampusNexus® Finance and HR). The implementation will consist of:
 - Configuration of two (2) legal entities located in the United States (US)
 - A legal entity is an organization that is identified through registration with a legal authority. Legal entities can enter into contracts and are required to prepare statements that report on their performance.
 - Base currency is USD.
 - Base country localizations: US.
- Anthology Payroll™ (f/k/a CampusNexus® Payroll)
- Anthology Analytics™ (f/k/a CampusNexus® Analytics).
- Anthology Occupation Insight™ (f/k/a CampusNexus® Occupation Insight). The implementation will consist of:
 - Deployment of labor market data reports that are part of the generally available release of Anthology Occupation Insight as of the Effective Date and that are not dependent on nor utilize institution specific data.
 - Deployment of labor market data reports that are part of the generally available release of Anthology Occupation Insight as of the Effective Date and that are dependent on and utilize

institution specific data. After deployment, Customer's institution specific data will be pushed on a nightly basis from Anthology Student.

- Anthology Student Verification™. The implementation will consist of:
 - Student and Staff experience portal training
 - Best practice workflow
 - Data file layouts and FTP set up
 - Campus Administration
 - User Administration
 - Document Management
 - ISIR Requirement Administration
 - Site Administration
 - SMS-Text messaging
 - Configuration of SMS with Twilio
 - Anthology Cloud Integration and Mailbox Manager
 - Single-Sign On (SSO)
 - Configuration of SSO from Portal supporting SAML, CAS, and AD ID

This is an inclusive list of all Anthology software solutions that will be implemented within the scope of this SOW and will be referenced in this SOW as "Anthology Solutions." The Anthology Solutions may also be referenced singly or in groups.

Customer understands that the scope of the implementation and configuration is limited to only the Anthology Solution modules specified in this SOW, regardless of whether Customer has purchased any licenses for other solution modules from Anthology.

B. Additional Services

Pursuant to this SOW, Anthology will provide technical services as defined within Appendix B of this SOW (the "Technical Services").

Pursuant to this SOW, Anthology will provide implementation consultation services for the following products:

- Anthology Course Evaluations™
 - Phase 1 – Define Partnership
 - Share demo recordings
 - Identify success plan
 - Phase 2 – Design Ecosystem
 - Site Spin Up
 - Exemplar/template build
 - Review data requirements
 - Phase 3 – Technical Configuration: Optimize the Data Exchange
 - Data strategy session
 - Setup single sign on (SSO)
 - Learning Management System configuration
 - Builder data exchange
 - Validate data exchange
 - Auto data exchange, as needed
 - Phase 4 – Functional Configuration: Tools Setup and Site Admin Training
 - Orientation and Overview
 - Site Architecture
 - User Management
 - Reporting and Data Usage
 - Phase 5 – Deploy Solution
 - Train the Trainer
 - Communication Planning
 - Data Management Plan
 - Go Live
 - Phase 6 – Adopt and Grow
 - Implementation Closeout

- Anthology Engage™
 - Phase 1 – Define Partnership
 - Share demo recordings
 - Identify success plan
 - Phase 2 – Design Ecosystem
 - Setup single sign on (SSO)
 - Site Spin Up
 - Review data requirements
 - Phase 3 – Technical Configuration: Optimize the Data Exchange
 - Data strategy session
 - Build data exchange
 - Validate data exchange
 - Automate data exchange, as needed
 - Phase 4 – Functional Configuration: Tools Setup and Site Admin Training
 - Orientation and Overview
 - Site Architecture
 - User Management
 - Reporting and Data Usage
 - Phase 5 – Deploy Solution
 - Train the Trainer
 - Communication Planning
 - Data Management Plan
 - Go Live
 - Phase 6 – Adopt and Grow
 - Implementation Closeout
- Anthology Milestone™
 - Phase 1 – Define Partnership
 - Share demo recordings
 - Identify success plan
 - Phase 2 – Design Ecosystem
 - Site Spin Up
 - Phase 3 – Functional Configuration: Tools Setup and Site Admin Training
 - Orientation and Overview
 - Site Architecture
 - User Management
 - Reporting and Data Usage
 - Phase 4 – Deploy Solution
 - Train the Trainer
 - Communication Planning
 - Data Management Plan
 - Go Live
 - Phase 5 – Adopt and Grow
 - Implementation Closeout
- Anthology Academic Economics™
 - Overview of the Academic Economics Platform and Model
 - Data Requirements
 - Determination of Contribution Margins and Reporting Units to be Utilized
 - Discussions regarding Student and Course Hierarchies, Second Majors, Minors, Adjusted Credit Hours, Study Abroad, etc.
 - Discussions regarding Faculty Allocation, Load and Overload, Instruction, Research and Service, Summer Teaching, Cross-Listed Courses, Administrators Teaching Classes
 - Discussions regarding Financial Allocation and Drivers as well as Overhead
 - Discussions regarding Net Tuition Revenue, State and Local Appropriations
 - Review of Draft Results and Performance Metrics
 - Discussion of adjustments or changes
 - Final Cost Analysis Reports Available to Customer
 - Consultation/Strategic Advisement
- Anthology Student Affairs Assessment™

- Strategic Assessment and Data Collection
- Assessment of Student Learning
- Cyclical Program Review

Section 4. Project Schedule

The exact timeframes for service delivery will be dependent upon the availability of Anthology and Customer resources. Anthology will target completing the implementation by the end of June 2024. Both parties recognize this is not a commitment and that any condition, brought about by either party, or neither party, or at no fault by either party, could impact this intended target date, thus causing the project to extend. Customer and Anthology will coordinate the mutually agreed start date.

Section 5. Implementation

Pursuant to this SOW, the following are the activities (each an “Activity” and collectively “Activities”) and Deliverables/actions that will be occurring to implement the Business Processes. Activities and related Deliverables are described below. Anthology and Customer’s responsibilities for such Deliverables are subject to the description of the related Activity.

A. Implementation Phases and Descriptions

I. Project Kickoff and Planning Phase

During the Project Kickoff and Planning Phase, Anthology will familiarize Customer with the implementation phases and descriptions, establish project teams, and set up a governance structure. During this phase, Anthology and Customer will engage in the following activities and produce the following Deliverables.

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|-----------------------------------|--|---|
| Project Tracking Site (PTS) | <p>Action: Anthology will create a project tracking site that serves as the primary collaboration tool and document repository where all deliverables and other key information about the project is shared.</p> <p>Deliverable: Project Tracking Site (PTS) including RAID Log, Change Log, Document Repository, Status Reports, Budget Reports, Executive Update Reports</p> | <p>Action: Customer will leverage the PTS for all project information and documentation.</p> <p>Deliverable: Post Project information and documentation to PTS</p> |
| Onboarding | <p>Action: Anthology will provide Customer an onboarding checklist and access to the Onboarding Hub.</p> <p>Deliverable: Onboarding Checklist, Onboarding Guide, and Onboarding Hub</p> | <p>Action: Customer will complete onboarding activities and training as outlined in the Onboarding Hub.</p> <p>Deliverable: Complete onboarding activities and training as outlined in the Onboarding Checklist and the Onboarding Hub.</p> |
| Project Resourcing and Governance | <p>Action: Anthology will assign and document</p> | <p>Action: Customer will assign project team members and document in the</p> |

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|-------------------------------------|---|--|
| | <p>project team members and provide recommended governance structure.</p> <p>Deliverable: Project Team List, Customer Onboarding Guide, Project Management Plan</p> | <p>Onboarding Hub.</p> <p>Deliverable: Project Team List</p> <p>Action: Customer will establish and document their project governance structure.</p> <p>Deliverable: Project Management Plan</p> |
| Project Management Plan Development | <p>Action: Anthology will provide input into the development of the Project Management Plan.</p> <p>Deliverable: Project Management Plan.</p> | <p>Action: Customer will provide input into the development of the Project Management Plan.</p> <p>Deliverable: Approve Project Management Plan.</p> |
| Project Schedule Baseline | <p>Action: Anthology will collaborate with Customer to create a project schedule baseline</p> <p>Deliverable: Project Schedule Baseline</p> | <p>Action: Customer will provide input into the project schedule baseline.</p> <p>Deliverable: Approve Project Schedule Baseline.</p> |
| Anthology Solution Overview(s) | <p>Action: Anthology will provide an overview/demo of the Anthology Solutions in scope.</p> <p>Deliverable: Anthology Solution Overview(s)</p> | <p>Action: Customer will attend Solution Overview session.</p> <p>Deliverable: Customer's attendance to the Solution Overview session(s)</p> |
| Technical/Integration Strategy | <p>Action: Anthology will provide an overview of technical and integration architecture of the Anthology Solutions in scope.</p> <p>Deliverable: Technical/Integration Strategy agenda and meeting.</p> | <p>Action: Customer will ensure key stakeholders are included in strategy meetings for in-scope Anthology Solutions.</p> <p>Deliverable: Customer's attendance to the Technical/Integration meeting.</p> |
| Testing Strategy | <p>Action: Anthology will provide an overview of testing best practices.</p> <p>Deliverable: Testing Strategy Document.</p> | <p>Action: Customer will begin planning for testing, participate in Test Strategy Workshops, and customizing their Test Plan based on the discussions from the Test Strategy Workshops.</p> <p>Deliverable: Testing Strategy Document.</p> |
| Training Strategy | <p>Action: Anthology will provide an overview of training best practices.</p> | <p>Action: Customer will begin planning for Training, participate in Training Strategy Workshops, and customizing their Training Plan based on the</p> |

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|----------------------------|--|---|
| | Deliverable: Training Strategy Document. | discussions from the Training Strategy Workshops. Deliverable: Training Strategy Document. |
| Project Kick-off | Action: Anthology will deliver project kick-off. Deliverable: Project Kick-off agenda and meeting. | Action: Customer will ensure appropriate participation for project kick-off. Deliverable: Customer's attendance to the Project Kick-off meeting. |
| Pre-Discovery Requirements | Action: Anthology will provide guidance on how to begin compiling documentation needed for solution discovery sessions. Deliverable: Pre-Discovery Documentation Templates | Action: Customer will begin gathering pre-discovery requirements. Deliverable: Complete Pre-Discovery Documentation. |
| Authorization to Proceed | Action: Anthology will review Authorization to Proceed Checklist as defined within Section 5C of this SOW with Customer to obtain approval to proceed to next phase. Deliverable: Authorization to Proceed meeting and document | Action: Customer will review and sign-off on Authorization to Proceed Checklist. Deliverable: Sign Authorization to Proceed document |

II. Solution Discovery Sessions

During Solution Discovery Sessions, Anthology will provide business process design templates to Customer that set forth best practices associated with the Business Processes to be implemented. During the Solution Discovery Sessions, Anthology will provide support for the following Activities and Deliverables. Prior to the start of the Solution Discovery Sessions, Customer will establish a team of Subject Matter Experts ("SMEs") in accordance with the mutually agreed project staffing plan who will participate in all Activities with Anthology on behalf of Customer and will be responsible for configuration, security, and system maintenance moving forward.

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|-----------------------------|--|--|
| Solution Discovery Sessions | Action: Anthology will facilitate solution discovery sessions with Customer to identify, document, and evaluate current business processes, current state architecture, and future state architecture. Anthology will provide best practice recommendations based on Customer's business processes. Deliverable: Business | Action: Customer will actively participate in solution discovery sessions, review deliverables, provide feedback, and accept the Solution Discovery Documentation. Deliverable: Contribute feedback and provide information/documentation during Solution Discovery sessions. |

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|--|--|--|
| | Process Recommendations and Enterprise Architecture Landscape Documentation. | |
| Project Schedule Review and Validation | Action: Anthology will review the project schedule on an ongoing basis and update as required. Deliverable: Project schedule revisions as needed. | Action: Customer will participate in schedule reviews and provide feedback on revisions. Deliverable: Approve project schedule revisions as needed. |
| Authorization to Proceed | Action: Anthology will review Authorization to Proceed Checklist as defined within Section 5C of this SOW with Customer to obtain approval to proceed to next phase. Deliverable: Authorization to Proceed meeting and document | Action: Customer will review and sign-off on Authorization to Proceed Checklist. Deliverable: Sign Authorization to Proceed document |

III. Design Phase

During the Design Phase, Anthology will work with Customer to document the plans for identified integrations and data migration. During the Design Phase of the implementation, Anthology will provide support for the following Activities and Deliverables.

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|-------------------------|---|--|
| Report Planning | Action: Anthology will review the list of institutional and departmental reports provided by Customer to identify those delivered as part of the Anthology Solutions and those requiring custom development. Deliverable: Report Planning Sessions | Action: Customer will provide a list of institutional and departmental reports to be reviewed. Deliverable: List of institutional and departmental reports |
| Data Migration Planning | Action: Anthology will partner with Customer to define migration plan for Customer data. Deliverable: Data Migration Templates/Workbooks | Action: Customer will actively participate in data migration planning sessions. Deliverable: Populate Data Migration Templates/Workbooks |
| Integration Planning | Action: Anthology will review all identified integrations and provide a requirements document and timeline for each integration. | Action: Customer will actively participate in integration discovery, review, validate, and sign-off on integration requirements documentation. Deliverable: Approve Integration |

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|--|--|---|
| | Deliverable: Integration Requirements Documentation | Requirements Documentation |
| Initial Data Extraction and Load | Action: Anthology will extract data from legacy system(s) and load into Anthology Solutions. Deliverable: Legacy Data Extracts | Action: Customer will provide access to legacy data system(s) and Subject Matter Experts (SMEs) to work with Anthology on extracting data from legacy system(s) and loading into Anthology Solutions. Deliverable: Legacy Data System(s) access and SMEs to work on data extraction. |
| Project Schedule Review and Validation | Action: Anthology will review the project schedule on an ongoing basis and update as required. Deliverable: Project schedule revisions as needed. | Action: Customer will participate in schedule reviews and provide feedback on revisions. Deliverable: Approve project schedule revisions as needed. |
| Authorization to Proceed | Action: Anthology will review Authorization to Proceed Checklist as defined within Section 5C of this SOW with Customer to obtain approval to proceed to next phase. Deliverable: Authorization to Proceed meeting and document | Action: Customer will review and sign-off on Authorization to Proceed Checklist. Deliverable: Sign Authorization to Proceed document |

IV. Build Phase

During the Build Phase, Anthology and Customer will work jointly to configure the Anthology Solutions to support the functional and technical components of the Solution Discovery Documentation defined during the Solution Discovery Sessions. During this phase, Anthology and Customer will engage in the following Activities and produce the following Deliverables.

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|--------------------------------|---|---|
| Configuration | Action: With Customer collaboration, Anthology will develop and provide Configuration Workbooks/Documentation based on the Solution Discovery sessions and documentation. Deliverable: Configuration Workbooks/Documentation | Action: Customer will provide support in creation of Configuration Workbooks. Customer will work with Anthology to configure in-scope Anthology Products based on the Solution Discovery Documentation. Deliverable: Approve Configuration Workbooks/Documentation |
| Configuration Demos/Validation | Action: Anthology will review configuration by | Action: Customer will validate configuration of Anthology Solutions by |

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|--|--|---|
| | business process with Customer Deliverable: Walkthrough of Anthology Solutions Configuration by business process | business process. Deliverable: Customer's participation in the configuration review sessions and validation of Anthology Solutions Configuration by business process |
| Custom Report Development | Action: Anthology will review custom report requirements complexity and level of effort to determine approximate development timeline. Deliverable: Custom Report Requirements, Level of Effort, and Development Timeline. Action: Anthology will develop custom reports per Customer prioritization. Deliverable: Prioritized Custom Reports | Action: Customer will prioritize the list of custom reports to be developed. Deliverable: Prioritized list of custom reports |
| Test Case/Script Development | Action: Anthology will provide guidance to Customer on developing test case/scripts. Deliverable: Test Case and Test Script Templates | Action: Customer will develop test case/scripts to validate their configuration based on Solution Discovery Documentation. Deliverable: Test Case and Test Scripts |
| Configuration Audit | Action: Anthology will complete a full configuration review prior to beginning testing. | Action: No action required from Customer for this task. |
| Project Schedule Review and Validation | Action: Anthology will review the project schedule on an ongoing basis and update as required. Deliverable: Project schedule revisions as needed. | Action: Customer will participate in schedule reviews and provide feedback on revisions. Deliverable: Approve project schedule revisions as needed. |
| Authorization to Proceed | Action: Anthology will review Authorization to Proceed Checklist as defined within Section 5C of this SOW with Customer to obtain approval to proceed to next phase. Deliverable: Authorization to Proceed meeting and | Action: Customer will review and sign-off on Authorization to Proceed Checklist. Deliverable: Sign Authorization to Proceed document |

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|------------|--------------------------------|-------------------------------|
| | document | |

V. Test Phase

During the Test Phase, Customer and Anthology will perform iterative data extractions and imports to migrate and validate Customer's data and to fully evaluate the Anthology Solutions end-to-end. It consists of final user acceptance testing to validate the data in the Anthology Solutions including configuration, reports, business processes, and integrations. The culmination of this phase is the Go/No-Go decision meeting where Customer and Anthology decide if the Anthology Solutions are ready to go-live. During this phase, Anthology and Customer will engage in the following Activities and produce the following Deliverables.

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|--|---|--|
| Data Extracts, Transform, Loads (ETLs) | Action: Anthology will work with Customer in multiple data extracts from legacy system(s) and loading into Anthology Solutions. Deliverable: Legacy Data Extracts and Data Loads to Anthology Solutions | Action: Customer will provide access to legacy data system(s) and Subject Matter Experts (SMEs) to work with Anthology on extracting data from legacy system(s) and loading into Anthology Solutions. Deliverable: Legacy Data System(s) access and SMEs |
| Data Validation | Action: Anthology will pre-validate data and advise Customer on resolving discrepancies. Deliverable: Data validation tool | Action: Customer will verify data and work with Anthology to resolve data errors. Deliverable: Customer will sign off on the completion of data validation prior to next data load as further defined in Section 5B of this SOW. |
| User Acceptance Testing | Action: Anthology will guide Customer through testing configuration for single business processes, end-to-end processes, reports, and integrations. Deliverable: Testing tool(s) and test cases/scripts. | Action: Customer will validate the Anthology Solutions through use of prescribed tests cases as outlined in the mutually agreed upon project plan. Delays in testing may impact the overall scope and be subject to the Change Order Process. Deliverable: Customer develops test cases/scripts and performs User Acceptance Testing in provided testing tool(s). |
| Go/No-Go Meeting | Action: Anthology will facilitate a meeting to advise on their recommendation for moving forward to deployment. Deliverable: Go/No-Go meeting | Action: Customer will provide a decision on whether or not the Anthology Solutions are ready to move from deployment to the Production Environment. Deliverable: Provide Go/No-Go Decision |
| Project Schedule Review and Validation | Action: Anthology will review the project schedule on an ongoing basis and update as required. Deliverable: Project schedule revisions as needed. | Action: Customer will participate in schedule reviews and provide feedback on revisions. Deliverable: Approve project schedule revisions as needed. |

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|--------------------------|--|---|
| Authorization to Proceed | Action: Anthology will review Authorization to Proceed Checklist as defined within Section 5C of this SOW with Customer to obtain approval to proceed to next phase. Deliverable: Authorization to Proceed meeting and document | Action: Customer will review and sign-off on Authorization to Proceed Checklist. Deliverable: Sign Authorization to Proceed document |

VI. Deploy Phase

The Deploy Phases focuses on end user training and the deployment of the Anthology Solutions into the Production Environment based on the configured and tested mutually approved Solution Discovery Documentation. Activities and Deliverables supported by Anthology in the Deploy phase will be as follows:

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|--|---|--|
| End User Training | Action: N/A Deliverable: N/A | Action: Customer is responsible for pre-training and training logistics to consist of facilities, equipment, and attendee confirmation and coordination. Customer assumes responsibility for the printing and distribution of copies of all standard and customized training documentation: Deliverable: Pre-Training and Training Logistics Action: Customer will deliver training to their end users Deliverable: End User Training |
| Anthology Solution Deployment Checklists | Action: Anthology will provide Anthology Solutions deployment checklist(s). Deliverable: Anthology Solution Deployment Checklist(s) | Action: Customer will complete Anthology Solution deployment checklist(s). Deliverable: Collaborate on Anthology Solution Deployment Checklist(s) |
| Anthology Solution Cutover | Action: Anthology will produce the final legacy data extracts and load final data extracts, configuration, and integrations into Production Environment. Deliverable: Legacy Data Extracts and Data Loads to Anthology Solutions | Action: Customer will provide access to legacy data system(s) and Subject Matter Experts (SMEs) to work with Anthology on extracting data from legacy system(s) and loading into Anthology Solutions. Deliverable: Legacy Data System(s) access and SMEs |
| Production Environment Validation | Action: Anthology will assist Customer with validating the Production Environment to ensure that data, configuration, and | Action: Customer will validate the Production Environment to ensure that data, configuration, and integrations are ready. |

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|------------|---|--|
| | integrations are ready. Deliverable: Anthology Preliminary Production Environment(s) | Deliverable: Signed Production Database Authorization to Upsize and Microsoft FastTrack Pre-Go Live Checklist as further defined within Section 5B of this SOW |
| Go Live | Action: Anthology will partner with Customer to deploy the Anthology Solutions into the Production Environment. Deliverable: Anthology Production Environment(s) | Action: Customer will utilize the Anthology Solutions and begin leveraging the Anthology Solutions in the Production Environment. Deliverable: Utilization of the Anthology Production Environment(s) |

VII. Transition Phase

The duration of the Transition Phase is four (4) weeks. During this phase, Anthology will provide assistance and troubleshooting regarding the use of the Anthology Solutions in accordance with the mutually agreed upon Solution Discovery Documentation. At the conclusion of the Transition Phase, Customer will be transitioned to Anthology's Client Services Team and further support will be provided to Customer in accordance with the Agreement. Customer may continue collaborating with the Anthology for additional support according to the terms and conditions of a separate Statement of Work. During this phase, Anthology and Customer will engage in the following Activities and produce the following Deliverables.

| Activities | Anthology Deliverables/Actions | Customer Deliverables/Actions |
|-------------------------------------|--|---|
| Post Go-live Implementation Support | Action: Anthology Professional Services will provide guidance and troubleshooting for four (4) weeks post Go-Live. Deliverable: Post Go-live Implementation Support | Action: Customer will leverage Anthology Professional Services for guidance and troubleshooting assistance for four (4) weeks post Go-Live. |
| Transition to Client Services | Action: Anthology will officially close the project and transition Customer to Client Services team. Deliverable: Project Closure Documentation and Introduction to Anthology Client Services meeting. Action: Client Services will discuss expectations and process for requesting assistance. Deliverable: Client Services Ticketing System Process | Action: Customer will leverage Anthology's ticketing system to request assistance. Deliverable: Adherence to Anthology Client Services Ticketing System Process. |

B. Data Migration

As specified above, data migration occurs throughout the implementation phases. The following applies to all data migration:

- Anthology and Customer may mutually agree to restrict the data migration scope if the source data is deemed to be of insufficient quality for migration. In such event, Anthology and Customer will mutually identify alternative data migration recommendations. Alternative recommendations may consist of recommendations related to cost, schedule, and performance implications and may require a Change Order.
- Customer is responsible for providing Anthology with access to their legacy systems
- Customer will assemble Customer Data Migration teams to work with Anthology to perform data extract and data transformation coding to populate Anthology's Common File Format.
- Customer will assign resources experienced with source systems data models, responsible for access to and interoperation of the source systems data.
- Customer will assign resources experienced to help troubleshoot the data extraction failure resulting from the source system, Network or Security configurations.
- Anthology and Customer will jointly extract data from each of the source systems into a common format for all source systems as per the timeline defined in the project schedule. Extracted data will be transformed to Anthology's defined Common File Format layout. Extracted data will be consolidated from all source systems and all supporting systems into a single set of files.
- Anthology will be responsible for the delivery of data loads, initial training of data validation process, and support for data validation across the project lifecycle.
 - These data loads provide Customer with the opportunity to validate the accuracy of migration of data from all identified source systems tables, and data populated in all identified modules.
 - After each data load, Customer will sign off on the completion of data validation. Signing off indicates that Customer has completed all data validation tests and all identified issues have been addressed by Anthology or Customer. Moving forward to the next data validation load is contingent on the receipt of signoff from Customer.
 - All data loads and data validation in conjunction with Anthology Student must be completed prior to the commencement of data loads in conjunction with Anthology Reach, Apply, and Succeed and Anthology Finance & HCM and Anthology Payroll.
- Anthology assumes that Customer data can be extracted and transformed from all legacy source systems in a defined and repeatable format.
- Anthology will perform an audit of the quality of the Customer data that has been migrated to the Anthology Solutions and document issues with respect to such migrated data. Customer is responsible for resolving issues relating to the data. Failure to resolve such issues could delay the project schedule.
- Customer is solely responsible for the accuracy and validation of its data.
- With respect to Anthology Student, the scope of the data to be migrated consists of the following:
 - The active student population and all supporting data elements for any students active during any of the previous ten (10) years ("In Scope Student Information System Data").
 - For additional years of data to be migrated, Anthology will provide a Data Archive Package, as follows:
 - Import of Demographic and Applicant records into Anthology Student (f/k/a CampusNexus® Student) as well as the import of historical data for Transcripts, Student Account Ledger, and Financial Aid Packaging Summary.
 - Anthology will extract demographic, applicant, transcript, ledger card, and financial aid data from its legacy data system(s) and transform the data into Anthology's required format.
 - Customer will provide access to legacy data system(s) and Subject Matter Experts to work with Anthology on extracting demographic, applicant, transcript, ledger card, and financial aid data from legacy system(s).
 - All demographic and applicant records imported as part of this effort will be imported into the Anthology Student database and can be searched from Anthology Student using fields such as Name, Social Security Number, or Student Number.

- Anthology will work with Customer to configure an Archive Student Status so when data is imported into Anthology Student, Customer can search the students based on the configured Archive Student Status.
- Transcript, Ledger Card, and Financial Aid data for these historical records will be available through reports created by Anthology Professional Services only. Anthology will make these three (3) reports accessible through Anthology Student.
 - Anthology will provide Customer with three (3) reports created by Anthology Professional Services based on the report layout currently designed to support the Data Archive Package. Any customizations to these reports will require a Change Order.
 - Transcript
 - Student Account Ledger
 - Financial Aid Packaging Summary Report
- Title IV Financial Aid data will be migrated to Anthology Student from Customer's Financial Aid system of record using Anthology's common file format methodology. If Customer is unable to provide Title IV Financial Aid data, then it will be migrated from the U.S. Department of Education's Common Origination and Disbursement (COD) Year-to-Date (YTD) files utilizing custom code.
 - Customer is responsible for requesting the YTD Pell and YTD Direct Loan Rebuild files from COD and providing this data to Anthology.
 - Anthology will utilize these files to import the Title IV financial aid packaging data into Anthology Student.
 - The importing of Title IV financial aid packaging data will be specific to all award years provided by Customer to Anthology (for example, 2019-2020).
 - Once Title IV financial aid data has been migrated to Anthology Student, Customer will still utilize the functionality through the Anthology Student user interface to import the YTD Pell and YTD Direct Loan Rebuild files.
 - Anthology assumes that Customer will be able to identify the Fund Source associated with Student Account Ledger Card Transactions when extracting data. This identification of the Fund Source will facilitate the process of linking student account ledger card payments to financial aid disbursements.
 - If the Fund Source cannot be determined, then linking must be completed manually. An inability to link financial aid disbursements to student account ledger card payments will result in limitations based on Customer business processes.
 - The functionality of certain reports or processes will be limited until student account ledger card payments are linked with financial aid disbursements.
- Non-Title IV Financial Aid data will be migrated to Anthology Student from Customer's Financial Aid system of record using Anthology's common file format methodology.
- With respect to Anthology Reach, Apply, and Succeed, the scope of the data to be migrated consists of the following:
 - Reference data elements consisting of:
 - Academic Period
 - Area of Interest
 - Area of Studies
 - Education Level
 - Program
 - Program Level
 - Program Version
 - Program Version Details
 - Shift
 - Source Category
 - Source Sub Category
 - Source Method
 - Student Status
 - Student Type
 - Test Types
 - Application Period
 - Transactional data elements consisting of:

- Account
 - Contact
 - Previous Education
 - Test Scores
 - Inbound Interest
 - Enrollment
 - Address
 - Application
 - Application Requirement
 - Decision
 - Success Network
 - Success Plan
 - To Do
 - Course History
 - Course Section
- Fifty (50) client-option fields
- With respect to Anthology Finance & HCM and Anthology Payroll, the scope of the data to be migrated consists of the following:
 - General Ledger
 - Three (3) years historical records by general ledger account string
 - Transaction details will be imported for the above
 - Additional data beyond three (3) years of history will be loaded as part of the data archive
 - Effective as of the Go-Live Event, Customer will stop using the legacy system and Anthology will import final balances into Anthology Finance & HCM and Anthology Payroll
 - Chart of Accounts
 - Will be entered manually or imported depending on number of records
 - Dimensions
 - Will be entered manually or imported depending on number of records
 - Bank Accounts
 - All active accounts
 - Customers
 - Active and in use accounts for last three (3) years
 - Customer (Non-Student) Invoices and payments
 - Only open and unsettled Customer invoices and payments will be posted to mapped accounts
 - Closed Customer transactions will be imported and posted to suspense accounts
 - Vendors
 - Active and in use accounts for last three (3) years
 - Vendor Bank Accounts for vendors referenced above
 - Vendor Addresses for vendors referenced above
 - Vendor Invoices and payments
 - Only open and unsettled vendor invoices and payments will be posted to mapped accounts
 - Closed vendor transactions will be imported and posted to suspense accounts
 - Procurement Categories
 - All active procurement categories
 - Fixed Assets
 - Active fixed assets currently in use will be migrated with initial purchase value and all accumulated depreciation/amortization history
 - Historical fixed assets no longer in use will not be migrated with any value history
 - Employees/Workers
 - All active employees/workers
 - Terminated employees will be imported with dates of employment only, no historical reference to Jobs, Positions or Compensation
 - Historical data can be referenced in the data archive
 - Ethnic Origins

- Worker Titles
 - Worker Personal Contact person
 - Worker Addresses
 - Jobs
 - All active jobs will be loaded
 - Job Functions
 - Positions
 - Positions will be loaded for every active employee
 - Position Types
 - Position Default Dimensions
 - Position Hierarchies
 - Organizational Hierarchy based on position used for Workflow
 - Payroll Balance Data
 - If Payroll is mid-year, Summary balances by code by person for calendar year of Go-Live year
 - Historical Payroll Data
 - Anthology will archive historical payroll data. No reports will be provided in conjunction with the archived payroll data.
 - Compensation
 - A compensation structure will be loaded/configured
 - All active employees will be enrolled in a fixed compensation plan
 - Pay Rate Conversions
 - Benefits
 - All active benefit plans will be loaded
 - All active employees will be enrolled in their current benefit plan that they are eligible for
 - Benefit accruals
 - All benefit accruals plans will be loaded
 - All active employees will be enrolled in the benefit accrual plan that they are eligible for
 - All balances will be loaded
 - Bank and bank disbursement
 - All active employees' banks and bank disbursements will be loaded.
 - Taxes
 - A default tax region will be loaded for all active employees
 - All tax codes (State Income Tax (SIT) and Federal Income Tax (FIT)) selections, filing methods and dependents will be loaded
- With respect to Anthology Raise and Anthology Encompass, the scope of the data to be migrated consists of the following:
 - Reference data, including:
 - Affiliation
 - Association
 - Fund Account
 - Funds
 - Campaigns
 - Connections
 - Major
 - Rating
 - Stage Move
 - Appeals
 - Transactional data, including:
 - Constituents
 - Organizations
 - Contact Detail
 - Addresses
 - Relationships (connections)
 - Constituent Associations
 - Organization Associations
 - Constituent Affiliations
 - Organization Affiliations
 - Commitments (pledges)

- Commitment Installments
- Donations (gifts)
- Ratings
- Contact Reports
- Proposals/Solicitations
- Education
- Name History
- Research Reports
- Prior to Go-Live, Customer is responsible for approving acceptance of all migrated data prior to final load into Anthology Student, Anthology Reach, Apply, and Succeed, Anthology Finance & HCM, Anthology Payroll and Anthology Raise and Anthology Encompass.
- Customer data will only be migrated to Customer's Production Environment of Anthology Student, Anthology Reach, Apply, and Succeed, and Anthology Finance & HCM Anthology Payroll, and Anthology Raise and Anthology Encompass as a one-time event. Customer will work with Anthology to determine the timing for the migration event. Any additional data not captured in the one-time event will need to be entered to Anthology Student, Anthology Reach, Apply, and Succeed, Anthology Finance & HCM, Anthology Payroll and Anthology Raise and Anthology Encompass manually by Customer or Customer will need to enter a separate Statement of Work or Change Order with Anthology for such data entry.
- Delivery of the Go-Live data load is contingent on the receipt by Anthology of the "Production Database: Authorization to Upsize" document signed by Customer or the "Microsoft FastTrack Pre-Go Live Checklist" document approved by Customer. Such documents indicate approval of the Anthology Solutions in all material respects for Anthology to perform the actions specified in the mutually approved Solution Discovery Documentation which will utilize the data migrated in the final validation (Go-Live) data load; this approval also provides Anthology with consent to load the data into the Production Environment.
- Changes to the scope of the data migration may have implications related to cost, schedule, and performance and may require a Change Order.

C. Authorization to Proceed (ATP)

Anthology and Customer will complete an Authorization to Proceed ("ATP") at the end of each implementation phase. The Customer and Anthology team will review the activities and Deliverables/actions as specified above for the applicable implementation phase and mutually agree that they have been completed and accepted in accordance with this SOW so the next implementation phase can begin. Any identified exceptions noted in the ATP by Customer may be subject to the Change Control Process in accordance with this SOW.

D. Deliverable Acceptance Process

During the term of this SOW, when Anthology submits a Deliverable for Customer's acceptance, within five (5) Customer business days of the date of submittal, Customer is required to:

Accept the Deliverable by approving the service deliverable acceptance form, or other form provided by Anthology (which would indicate return and signature procedures as applicable), or by using (or partially using) the Deliverable

Or

Reject the Deliverable by notifying Anthology in writing and specifying how the Deliverable does not meet the material specifications set forth in this SOW.

If a rejection notification is received, Anthology shall reasonably attempt to correct issues with a Deliverable that is in scope of this SOW, after which the Deliverable is deemed accepted. Issues that are outside the scope of this SOW, and feedback provided after a Deliverable has been accepted, will be addressed as a change request and managed as described in the Change Control Process in this SOW. In the absence of an acceptance or rejection from Customer, Deliverables submitted for acceptance will be deemed approved within five (5) Customer business days of submission by Anthology to Customer. Customer and Anthology may mutually agree to extend the five (5) Customer business day time frame on a deliverable by deliverable basis.

E. Testing and Validation Process

Customer and Anthology will perform testing and validation based upon the mutually agreed upon Testing Plan. As part of this Testing Plan, Customer must confirm to Anthology that the results of such testing show that the Anthology Solutions in all material respects perform the actions specified in the mutually approved Solution Discovery Documentation utilizing the data migrated to the Anthology Solutions. Testing must be performed as specified in the project timeline. In the event Customer does not complete required testing, the project timeline and estimated cost may change, thereby requiring a Change Order.

F. Change Order Process

As provided in the Agreement, either Party may initiate a change request to this SOW by proposing in writing details of such change. The other Party shall respond to any proposed changes within five (5) Customer business days. Both Parties shall work together to identify any schedule or price increase resulting from the change. If the Parties are mutually agreeable to any changes to this SOW, then they shall enter into a mutual written change order executed by officers of both Parties ("Change Order"). Customer acknowledges that any additional changes to the assumptions in this SOW may affect time and/or costs.

Section 6. Assumptions

Customer acknowledges that Anthology's ability to deliver the services and Deliverables specified in this SOW depends upon Customer's full and timely cooperation, availability of skilled resources in accordance with the mutually agreed upon project staffing plan, as well as the accuracy and completeness of any information Customer provides to Anthology (including relevant information regarding the organization, infrastructure, roles, processes, systems, data, and other elements of the Customer's operation). In the event of a failure of any of the foregoing, or if any assumptions specified in this SOW change or are inaccurate, then the scope of services, duration and costs may change. In such instance, Anthology shall notify Customer in writing as promptly as practicable (and Anthology shall use commercially reasonable efforts to allow Customer up to five (5) Customer business days to review the notice, subject to any additional delays or costs it may cause to the project), and Customer and Anthology will enter into a mutually acceptable Change Order following the Change Order process outlined in this SOW. Anthology shall not be obligated to perform any additional services until such Change Order is executed and shall not be considered in breach of this SOW or the Agreement.

This SOW encompasses the entire scope of work to be provided to Customer by Anthology.

The installation of the Anthology Solutions will be deployed to Customer as a cloud service in accordance with the Agreement.

Customer will provide Anthology access to Customer systems. This consists of all necessary work locations, networks, legacy systems, and applications (remote and onsite).

Customer will ensure that adequate internet access, facilities and equipment is provided for Anthology personnel during on-site visits.

Customer will facilitate and assume all responsibility for any interactions with related Customer or third party projects or programs in order to manage external project dependencies, including Customer personnel, Customer sub-contractors, third party vendor relationships and any third party licenses. Anthology will reasonably cooperate with Customer and such third party integration providers as necessary to perform the Professional Services and provide the Deliverables set forth herein.

Customer will identify a Project Manager in accordance with the mutually agreed upon project staffing plan to work hand-in-hand with Anthology on all activities defined in this SOW.

Customer will establish a team of Subject Matter Experts ("SMEs") and System Administrators in accordance with the mutually agreed project staffing plan to serve as points of contact for all Customer responsibilities, objectives and business processes related to this SOW. This team will be accessible for the term of this SOW.

Customer will provide empowered decision-makers who can make determinations regarding project scope, priorities,

execution and resourcing/funding

Customer will manage its internal communications and information distribution processes to its campus locations.

As of the Effective Date, Anthology Student has an integration with TouchNet. Anthology shall implement the integration with standard configuration and standard training as part of this SOW at a mutually agreeable time. This SOW does not include any custom development, custom training, enhancements, or support for the integration with TouchNet.

As of the Effective Date, Anthology Student has an integration with OnBase. Anthology shall implement the integration with standard configuration and standard training as part of this SOW at a mutually agreeable time. This SOW does not include any custom development, custom training, enhancements, or support for the integration with OnBase.

As of the Effective Date, Anthology Finance has an integration with TimeClocks Plus ("TCP"). Anthology shall implement the integration with standard configuration and standard training as part of this SOW at a mutually agreeable time. This SOW does not include any custom development, custom training, enhancements, or support for the integration with TCP.

As of the Effective Date, Anthology Finance has an integration with iCIMS. Anthology shall implement the integration with standard configuration and standard training as part of this SOW at a mutually agreeable time. This SOW does not include any custom development, custom training, enhancements, or support for the integration with iCIMS.

As of the Effective Date, Anthology Student has an integration with Lumens. Anthology shall implement the integration with standard configuration and standard training as part of this SOW at a mutually agreeable time. This SOW does not include any custom development, custom training, enhancements, or support for the integration with Lumens.

As of the Effective Date, Anthology Reach has an integration with Microsoft Office 365. Anthology shall implement the integration with standard configuration and standard training as part of this SOW at a mutually agreeable time. This SOW does not include any custom development, custom training, enhancements, or support for the integration with Microsoft Office 365.

Customer may utilize the Additional Services as defined within Appendix B of this SOW for the development of self-service web forms, workflows, or third party integrations utilizing the tools available in conjunction with the Anthology Products, including:

- Forms Builder with Eventing and Workflow
- Anthology Web Services and APIs
- Open Data Protocol layer

Customer may utilize the Additional Services as defined within Appendix B of this SOW for the development of custom reports including but not limited to a Custom Transcript and a Custom Financial Aid Award Letter.

In addition to anything else not specified as being in scope pursuant to this SOW, for the avoidance of doubt, the following features and functionality are also considered to be out of scope. Customer will need to enter into a separate Statement of Work or Change Order with Anthology for the implementation of such features and functionality.

- Anthology Student will not include:
 - Integration with a third party financial aid servicer including, but not limited to Global Financial Aid Services
- Anthology Finance will not include:
 - Inventory Management
 - Warehousing Management
 - Point of Sale/Retail/Commerce
 - Sales and Marketing
 - Production Control
 - Vendor Collaboration
 - Asset Management

- Asset Leasing
- Audit Workbench
- Consolidations
- Cost Accounting
- Cost Management
- Master Planning
- Product Information Management
- Questionnaire
- Revenue Recognition
- Service Management
- Tax
- Time and Attendance
- Transportation Management
- Payment Processing Integration Packages other than those supporting:
 - ACI Worldwide
 - PayPal Payflow Pro Gateway
 - Touchnet

Section 7. Billing Method: Fixed Fee

The Fixed Fees to complete the tasks outlined in this SOW are **\$1,986,920**. Travel and Expenses are not included in the Fixed Fees and will be billed as incurred.

Fixed Fees. Customer shall pay the Fixed Fees in twenty four (24) monthly payments of **\$82,788.34** commencing on July 1, 2022, via ACH or check. Subsequent payments will be due the first day of each month, via ACH or check.

Holdback. Customer shall withhold a total of \$99,346 (the "Holdback") of the Fixed Fees by deducting 5% of the payment amount on each invoice up to the Holdback amount. The Holdback will then be paid to Anthology in four (4) installments (each amount set forth below is one installment) as follows, which will be invoiced to Customer when Anthology notifies Customer that each such milestone has been completed (each a "Milestone Holdback Payment").

| Product / Phase of Implementation | Deliverable | Amount |
|--|---|--------------|
| Anthology Student | | |
| Milestone: Deploy/Go-Live Phase | Deployment of the final dataset to the Anthology Student Production Environment | \$ 24,836.50 |
| Anthology Finance | | |
| Milestone: Deploy/Go-Live Phase | Deployment of the final dataset to the Anthology Finance Production Environment | \$ 24,836.50 |
| Anthology Reach and Anthology Apply | | |
| Milestone: Deploy/Go-Live Phase | Deployment of the final dataset to the Anthology Reach and Anthology Apply Production Environment | \$ 24,836.50 |
| Anthology Succeed | | |
| Milestone: Deploy/Go-Live Phase | Deployment of the final dataset to the Anthology Succeed Production Environment | \$ 24,836.50 |

Future Pricing. In the event that Customer enters into any additional Statements of Work or Change Orders to this SOW with Anthology during the Period of Performance of this SOW, any T&M fees will be billed at the T&M rate of \$175/hour as provided in this SOW. Upon termination of this SOW, any T&M fees will be billed at the prevailing rates for any additional services rendered.

The terms and pricing in this SOW shall expire if not executed by Customer by June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the dates set forth below.

LAKESHORE TECHNICAL COLLEGE

By: Paul Carlsen
 Print: Paul Carlsen
 Title: President
 Date: 06/29/2022

PC *BR*

ANTHOLOGY INC.

DocuSigned by:
 By: Anders Nessen
 Print: Anders Nessen
 Title: CFO
 Date: July 6, 2022

Appendix A – Business Processes

Anthology will provide services to Customer to support the implementation of the Business Processes set forth below for each of the Anthology Solutions indicated below.

I. Anthology Finance Business Processes

| Sequence Number | Process Name and Description | In Scope | Out of Scope |
|-----------------|--|----------|--------------|
| 1 | Managing General Accounting (consists of two (2) legal entities), consisting of the following sub-processes: <ul style="list-style-type: none"> • Define and Manage Organizational Structure • Define and Manage chart of accounts • Define and Manage financial dimensions • Process journal entries • Define and Manage allocation rules • Process period-end adjustments and closing procedures • Post and reconcile interfund/unit transactions • Reconcile general ledger accounts • Perform consolidations and process eliminations • Define and manage sales / value-added tax (VAT) / withholding taxes | X | |
| 2 | Managing Cash , consisting of the following sub-processes: <ul style="list-style-type: none"> • Manage and reconcile cash positions • Process electronic fund transfers (EFTs) payment files to banking institution • Process positive pay files to banking institution • Process check reversals and non-sufficient funds (NSF) | X | |
| 3 | Processing accounts payable (AP) , consisting of the following sub-processes: <ul style="list-style-type: none"> • Create and manage vendors • Define and manage vendor invoice matching policies and variances • 1099 management • Process vendor invoices • Process cash, check, and electronic funds transfer (EFT) payments to vendors | X | |
| 4 | Non-Inventory Procurement by Category , consisting of the following sub-processes: <ul style="list-style-type: none"> • Create and process purchase requisitions • Create and process purchase orders • Create and manage procurement categories and hierarchy • Create and manage purchasing policies • Define and manage purchasing agreements | X | |
| 5 | Invoicing Customers (Non-Student) , consisting of the following sub-processes: <ul style="list-style-type: none"> • Create and manage non-student customers • Invoice customer (free text) • Create and process recurring invoices • Process customer payments and non-accounts receivable cash receipts • Process customer statements | X | |

| Sequence Number | Process Name and Description | In Scope | Out of Scope |
|-----------------|--|----------|--------------|
| | <ul style="list-style-type: none"> • Process customer refunds • Create and manage interest • Create and manage collection letters • Manage write offs | | |
| 6 | Manage Grants , consisting of the following sub-processes in General Ledger: <ul style="list-style-type: none"> • Establish Grant dimension and populate values • Define process for extracting GL information for costs • Define process to take cost values to generate external invoicing | X | |
| 7 | Manage Grants , consisting of the following sub-processes in Project Management & Accounting: <ul style="list-style-type: none"> • Define Shared Categories • Create Project Categories • Define Grant Structure • Process Transactions • Configure Invoicing • Run Reporting | X | |
| 8 | Perform financial reporting , consisting of the following sub-processes: <ul style="list-style-type: none"> • Prepare departmental financial statements in Financial Report Designer <ul style="list-style-type: none"> ◦ Statement of Activities (P & L) ◦ Statement of Financial Position (Balance Sheet) ◦ Statement of Cash Flows • Perform trial balance | X | |
| 9 | Perform planning/budgeting/forecasting , consisting of the following sub-processes: <ul style="list-style-type: none"> • Develop and maintain budget policies and procedures and control • Develop and maintain commitment accounting policies (encumbrances) • Prepare budget entries | X | |
| 10 | Create and maintain budget plans , consisting of the following sub-processes: <ul style="list-style-type: none"> • One (1) budget planning workflow • Up to three (3) scenarios • Up to ten (10) stages • Up to five (5) workflow stages • One (1) allocation schedule | X | |
| 11 | Processing expense reimbursements , consisting of the following sub-processes: <ul style="list-style-type: none"> • Establish and communicate expense reimbursement policies and approval limits • Approve reimbursements and advances • Process reimbursements and advances • Manage personal accounts | X | |
| 12 | Perform fixed asset accounting , consisting of the following sub-processes: <ul style="list-style-type: none"> • Establish fixed asset policies and procedures • Maintain fixed asset master data files • Process and record fixed asset additions and retires | X | |

| Sequence Number | Process Name and Description | In Scope | Out of Scope |
|-----------------|---|----------|--------------|
| | <ul style="list-style-type: none"> Process and record fixed asset adjustments, enhancements, revaluations, and transfers Calculate and record depreciation expense Provide fixed asset data to support tax, statutory, and regulatory reporting | | |
| 13 | Credit and Collections , consisting of the following sub-processes: <ul style="list-style-type: none"> Aging for Accounts Receivables Dunning Letters Collection Tracking Cases | X | |
| 14 | Inventory Management , consisting of the following sub-processes: <ul style="list-style-type: none"> Warehouse configuration Receiving Transfer orders Manage inventory allocations and reservations Inventory adjustments Inventory recalculation and close Inventory forecasts Vendor returns Packing material allocation and fees Supplementary items | | X |
| 15 | Warehousing Management , consisting of the following sub-processes: <ul style="list-style-type: none"> Define and manage locations Define and manage work templates Define and manage work policies Define and manage wave templates and process methods Define and manage outbound workload capacity Define and manage warehouse workers Define and manage location directives Define and manage mobile devices Define and manage dock management profiles Define and manage cycle count plans Release and process orders for picking Create and manage inbound work Create and manage outbound work Create and manage warehouse work | | X |
| 16 | Point of Sale/Retail/Commerce , consisting of the following sub-processes: <ul style="list-style-type: none"> Define and manage Product Catalogs Define and manage Pricing, Discounts and Loyalty Programs Define and manage Channels, Stores and Locations Define and manage Charge codes and Payment methods Define and manage POS layouts, formats, profiles Initial setup of POS devices | | X |
| 17 | Sales and Marketing , consisting of the following sub-processes: <ul style="list-style-type: none"> Create and process sales orders Create and process customer cases Create and process RMAs Define and manage Sales Categories Miscellaneous charges | | X |
| 18 | Production Control , consisting of the following sub-processes: <ul style="list-style-type: none"> Quality Management | | X |

| Sequence Number | Process Name and Description | In Scope | Out of Scope |
|-----------------|---|----------|--------------|
| | <ul style="list-style-type: none"> ○ Create and maintain inventory blocking ○ Receiving quality ○ Shipping quality ○ Create and process quality orders ○ RMA dispositions ● Create and manage routes ● Create and manage resources ● Create and process production orders ● Create and manage calendars and working time ● Production order adjustments | | |
| 19 | Vendor Collaboration , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Vendor Collaboration users and user requests ● Define and manage online Vendor bidding against RFQ, Purchase Order Confirmation and Invoicing | | X |
| 20 | Asset Management , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Functional Locations ● Define and manage Asset Types ● Define and manage Faults and Fault Types ● Define and manage Maintenance Plans, Requests, Checklists and Jobs ● Setup Maintenance Workers and Worker Groups ● Create and maintain Work Orders and Maintenance Schedules ● Create and maintain Asset Loans | | X |
| 21 | Asset Leasing , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Lease groups and workflows ● Define and manage Lease books and posting profiles ● Create and maintain Leases ● Import Lease details from Excel | | X |
| 22 | Audit Workbench , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Audit policies and rules ● Create and maintain Audit cases | | X |
| 23 | Consolidations , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Consolidation Legal Entity ● Define and manage Elimination rules ● Create and maintain Consolidation transactions ● Create and maintain Elimination journals | | X |
| 24 | Cost Accounting , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Cost behavior policies ● Define and manage Cost distribution policies ● Define and manage Cost rollup policies ● Define and manage Cost allocation policies ● Define and manage Overhead rate policies | | X |
| 25 | Cost Management , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Inventory accounting policies ● Define and manage Manufacturing accounting policies ● Define and manage Indirect cost accounting policies ● Define and manage General Ledger integration policies ● Define and manage Predetermined cost policies | | X |
| 26 | Master Planning , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage master plans ● Define and manage forecast plans | | X |

| Sequence Number | Process Name and Description | In Scope | Out of Scope |
|-----------------|--|----------|--------------|
| | <ul style="list-style-type: none"> • Demand forecasting • Define and manage safety stock (min/max coverage) • Process planned orders • Intercompany master planning • Define and manage item coverage rules | | |
| 27 | Product Information Management , consisting of the following sub-processes: <ul style="list-style-type: none"> • Define and manage products • Define and manage product masters • Define and manage product attributes • Define and manage product categories and hierarchies • Define and manage packaging conversions • Define and manage product dimensions • Define and manage storage dimensions • Define and manage tracking dimensions • Define and manage product variants • Define and manage bills of materials (BOMs) • Product costing | | X |
| 28 | Questionnaire , consisting of the following sub-processes: <ul style="list-style-type: none"> • Define and manage Questionnaires, Questions and Answers • Define and manage Questionnaire schedules | | X |
| 29 | Revenue Recognition , consisting of the following sub-processes: <ul style="list-style-type: none"> • Define and manage Revenue schedules • Define and manage Project Revenue journals • Define and manage Inventory and Product Revenue journals • Define and manage Sales order hold and recognition terms | | X |
| 30 | Service Management , consisting of the following sub-processes: <ul style="list-style-type: none"> • Define and manage Service groups • Define and manage Service agreements • Define and manage Service orders • Define and manage Repair groups • Define and manage Service subscriptions | | X |
| 31 | Tax , consisting of the following sub-processes: <ul style="list-style-type: none"> • Define and manage Sales Tax groups and codes • Define and manage Withholding Tax groups and codes • Define and manage posting to Accounts Payable, Accounts Receivable and General Ledger | | X |
| 32 | Time and Attendance , consisting of the following sub-processes: <ul style="list-style-type: none"> • Define and manage Time Groups, Profiles, Teams and Job cards • Define and manage Time registrations and shop floor activities • Define and manage Indirect activities • Define and manage Flex time • Initial Setup of Job Card terminals and devices | | X |
| 33 | Transportation Management , consisting of the following sub-processes: <ul style="list-style-type: none"> • Define and manage Appointment scheduling • Define and manage Carriers • Define and manage Transportation standards and Load building • Define and manage Engines and Fuel indexes • Define and manage Rating and Routing | | X |

| Sequence Number | Process Name and Description | In Scope | Out of Scope |
|-----------------|---|----------|--------------|
| | <ul style="list-style-type: none"> Define and manage FOB and Freight reconciliation | | |
| 34 | <p>System Configurations and Customizations, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> One (1) accounts payable check format One (1) payroll check format One (1) National Automated Clearing House Association (NACHA) file format One (1) Bank Administration Institute (BAI2) file format One (1) positive pay file format Up to five (5) workflows configured from list below: <ul style="list-style-type: none"> Purchase requisitions Purchase orders Budget register entries Travel requisitions Cash advances Expense reports General journals Accounts payable invoice journals P-Card Free text invoices Fixed assets Bank reconciliation One (1) purchase order format One (1) Customer invoice format Initial setup of standard embedded PowerBI dashboards <ul style="list-style-type: none"> Customer is responsible for further customization of PBIX files Standard reports listed in "Inquiries and Reports" section of all menus are delivered as standard. <ul style="list-style-type: none"> Customer is responsible for further customization of SQL Service Reporting Services ("SSRS") reports Setup of users needed for Go-Live Standard security configuration <ul style="list-style-type: none"> Customer will be trained on assigning security roles to users Configuration and testing of standard Anthology Student integration | X | |

II. Anthology HCM and Anthology Payroll Business Processes

| Sequence Number | Process Name and Description | In Scope | Out of Scope |
|-----------------|--|----------|--------------|
| 1 | <p>Develop and implement human resources plans, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> Gather skill requirements according to district strategy and educational and operational needs Plan employee resourcing requirements per department and campus Develop compensation plan Plan employee benefits | X | |
| 2 | Manage employee development , consisting of the following | X | |

| Sequence Number | Process Name and Description | In Scope | Out of Scope |
|-----------------|---|----------|--------------|
| | sub-processes: <ul style="list-style-type: none"> • Manage employee skill and competency development via Skill Gap Analysis | | |
| 3 | Develop and manage reward, recognition, and incentive programs , consisting of the following sub - processes: <ul style="list-style-type: none"> • Develop salary/compensation structure and plan • Develop benefits, reward, and incentive plan • Identify compensation requirements based on financial benefits and HR policies • Administer compensation, rewards, and incentives to employees • Reward and motivate employees | X | |
| 4 | Manage and administer benefits , consisting of the following sub-processes: <ul style="list-style-type: none"> • Deliver employee benefits program • Administer benefit enrollment | X | |
| 5 | Hire, rehire, and retire employees , consisting of the following sub-processes: <ul style="list-style-type: none"> • Hire candidate • Manage promotion and demotion process • Manage separation • Manage retirement • Relocate employees and manage assignments • Manage former employees | X | |
| 6 | Manage employee information , consisting of the following sub-processes: <ul style="list-style-type: none"> • Manage reporting processes • Manage employee inquiry process • Manage and maintain employee data • Create and manage report to hierarchy | X | |
| 7 | Manage Pay , consisting of the following sub processes: <ul style="list-style-type: none"> • Enter employee time into payroll system • Maintain and administer employee earnings information • Maintain and administer applicable deductions • Monitor changes in tax status of employees • Process and distribute payments • Process and distribute manual checks • Process end-of-period adjustments • Respond to employee payroll inquiries | X | |
| 8 | Process Payroll Taxes , consisting of the following sub-processes: <ul style="list-style-type: none"> • Calculate and pay applicable payroll taxes • Product and distribute employee annual tax statements | X | |
| 9 | Manage Work Study , consisting of the following sub-processes: <ul style="list-style-type: none"> • Hire student as worker • Maintain student positions • Maintain and track award funds | X | |
| 10 | Perform Integrated Postsecondary Education Data System (IPEDS) Reporting , consisting of the following sub-processes: <ul style="list-style-type: none"> • Maintain standard occupational classifications • Maintain academic ranks | X | |

| Sequence Number | Process Name and Description | In Scope | Out of Scope |
|-----------------|--|----------|--------------|
| | <ul style="list-style-type: none"> Update position and worker IPEDS information | | |

III. Anthology Student Business Processes

| Sequence Number | Process Name and Description | In Scope | Out of Scope | Scope Assumptions |
|-----------------|--|----------|--------------|---|
| 1 | Managing Student Profile , consisting of the following sub-processes: <ul style="list-style-type: none"> Student Profile National Do Not Call List | X | | |
| 2 | Managing International Students | X | | |
| 3 | Managing Communication and Outreach , consisting of the following sub-processes: <ul style="list-style-type: none"> Communication Documents | X | | This business process will consist of dependencies that apply to both Anthology Student and Anthology Reach |
| 4 | Transfer Credit Process | X | | |
| 5 | Tracking Previous Education , consisting of the following sub-processes: <ul style="list-style-type: none"> Tracking Previous Education Transcript Request | X | | |
| 6 | Tracking Test Scores | X | | |
| 7 | Enrollment Management , consisting of the following sub-processes: <ul style="list-style-type: none"> New Student Returning Student Dual Major/Degree Program or Degree Change/Transfer Campus Transfer Area of Study Catalog Change | X | | |
| 8 | Managing Family Educational Rights and Privacy Act (FERPA) | X | | |

| Sequence Number | Process Name and Description | In Scope | Out of Scope | Scope Assumptions |
|-----------------|--|----------|--------------|-------------------|
| 9 | Managing Advisor Assignment | X | | |
| 10 | Managing Student Services , consisting of the following sub-processes: <ul style="list-style-type: none"> • Veterans • Accommodations • Student Organizations • Housing Assignments • Housing – Room Charges • Housing – Move Out | X | | |
| 11 | Registration , consisting of the following sub-processes: <ul style="list-style-type: none"> • Advising • Online (Portal) • Term – Batch • Track – Batch • Individual • Unregister | X | | |
| 12 | Attendance , consisting of the following sub-processes: <ul style="list-style-type: none"> • On-Ground • Online | X | | |
| 13 | Grading and Academic Evaluation , consisting of the following sub-processes: <ul style="list-style-type: none"> • Mid-term grades • Final grades • Grade evaluation • DPA/Degree Pathway • Academic Standing | X | | |
| 14 | Processing Student Status Changes | X | | |
| 15 | Institutional Student Information Record (ISIR) Processing , consisting of the following sub-processes: <ul style="list-style-type: none"> • ISIR Import/Export • ISIR Review | X | | |
| 16 | Awarding Financial Aid , consisting of the following sub-processes: <ul style="list-style-type: none"> • Awarding Financial Aid | X | | |

| Sequence Number | Process Name and Description | In Scope | Out of Scope | Scope Assumptions |
|-----------------|--|----------|--------------|-------------------|
| | <ul style="list-style-type: none"> Estimates Financial Offer Letter Approved Packaged Aid – Batch Automated Award with exception processing | | | |
| 17 | Financial Aid Transmission , consisting of the following sub-processes: <ul style="list-style-type: none"> U.S. Department of Education's Common Origination and Disbursement (COD) <ul style="list-style-type: none"> Import Export Commonline Import/Export COD Exception Management <ul style="list-style-type: none"> Core Anthology Student, excluding Financial Aid Automation COD Import/Export Exception processing utilizing Financial Aid Automation | X | | |
| 18 | Satisfactory Academic Progress (SAP) , consisting of the following sub-processes: <ul style="list-style-type: none"> SAP Appeals Process | X | | |
| 19 | Financial Aid Pre-Disbursement Process , consisting of the following sub-processes: <ul style="list-style-type: none"> Heightened Cash Monitoring 1 (HCM) Advanced Funding HCM 2 Financial Aid Automation – Prepayment Financial Aid Automation – Batched for payment | X | | |
| 20 | Post Work study Disbursements | X | | |
| 21 | Reconciliation , consisting of the following sub-processes: <ul style="list-style-type: none"> U.S. Department of Education's Common Origination and Disbursement (COD) Institutional | X | | |
| 22 | Integration with a third party financial aid servicer including, but not limited to Global Financial Aid Services | | X | |
| 23 | Processing Payments , consisting of the following sub-processes: <ul style="list-style-type: none"> Student Payment | X | | |

| Sequence Number | Process Name and Description | In Scope | Out of Scope | Scope Assumptions |
|-----------------|---|----------|--------------|-------------------|
| | <ul style="list-style-type: none"> • Third Party • Financial Aid • Miscellaneous Receipts • Deposits • Subsidiary • Tuition Discounts • Void • Automated Clearing House (ACH) • Apply Payments | | | |
| 24 | Processing Charges , consisting of the following sub-processes: <ul style="list-style-type: none"> • Processing Charges • Batch Posting Charges • Generate Interest Charges | X | | |
| 25 | Refund Processing , consisting of the following sub-processes: <ul style="list-style-type: none"> • Course Refunds • Individual Refunds • Institutional Refunds • Return To Title IV (R2T4) Refunds • Automated Refunds | X | | |
| 26 | Stipend (Credit Balance) Processing | X | | |
| 27 | Collections | X | | |
| 28 | Processing Third Party/Agency Statements | X | | |
| 29 | Managing Deferred Revenue | X | | |
| 30 | Release to General Ledger , consisting of the following sub-processes: <ul style="list-style-type: none"> • Release to General Ledger – Anthology Finance | X | | |
| 31 | Graduation Clearance Process | X | | |
| 32 | Career Advising | X | | |
| 33 | Employer Management | X | | |
| 34 | Job Management , consisting of the following sub-processes: <ul style="list-style-type: none"> • Job Management | X | | |

| Sequence Number | Process Name and Description | In Scope | Out of Scope | Scope Assumptions |
|-----------------|--|----------|--------------|-------------------|
| | <ul style="list-style-type: none"> Placement/Verification | | | |
| 35 | Regulatory Reporting | X | | |
| 36 | State Processes | X | | |
| 37 | Faculty Workload Management | X | | |
| 38 | Foundation Configuration , consisting of the following sub-processes: <ul style="list-style-type: none"> Campus Locations/Operational Divisions Financial Aid Academic Calendars Terms Program Management Statuses Managing Billing Methodology | X | | |

IV. Anthology Reach Business Processes

| Sequence Number | Anthology Reach Process Name and Description | Scope of Work |
|-----------------|--|---|
| 1 | Managing Assignments , consisting of the following sub-processes: <ul style="list-style-type: none"> An automated process for identifying, assigning, and managing records <ul style="list-style-type: none"> Dashboards/Views/Charts Record Assignment | Configuration of one (1) record assignment process with up to three (3) record assignment rules including a maximum of ten (10) conditions for the entities, as follows: <ul style="list-style-type: none"> Application Contact Lifecycle Record Assignment Rules will be limited to the configuration using the standard out-of-the-box features and functionality, as follows: <ul style="list-style-type: none"> User – records will be assigned to a user selected in the user to assign field Team – records will be assigned to a team selected in the team to assign field Round Robin Assignment – alphabetical order, weighted round robin, load-based assignment |
| 2 | Prospect Lead and Inquiry Management , consisting of the following sub-processes: <ul style="list-style-type: none"> An automated and dynamic process for capturing, tracking, and following up on all leads, interests, and prospects as well as assessing existing communication and | Configuration of contact entity, as follows: <ul style="list-style-type: none"> Up to twenty (20) custom fields Up to two (2) custom forms Up to three (3) custom views |

| Sequence Number | Anthology Reach Process Name and Description | Scope of Work |
|-----------------|--|---|
| | <p>solicitation methods</p> <ul style="list-style-type: none"> ○ Contact and Account Management ○ Documents (i.e. Transcripts, no/app) ○ Inbound Interests ○ Dashboards/Views/Charts ○ ISIRs ○ Web Forms | <ul style="list-style-type: none"> • Up to two (2) custom duplicate detection rules <p>Configuration of account entity, as follows:</p> <ul style="list-style-type: none"> • Up to ten (10) custom fields • Up to one (1) custom form • Up to one (1) custom view • Up to two (2) custom duplicate detection rules <p>Configuration of inbound interest (lead) entity, as follows:</p> <ul style="list-style-type: none"> • Up to ten (10) custom fields • Up to one (1) custom form • Up to one (1) custom view • Up to two (2) custom duplicate detection rules and auto-qualify workflows <p>Configuration of up to one (1) Request For Information (RFI) form (anonymous)</p> <ul style="list-style-type: none"> • Configuration consists of the standard out-of-the-box features and functionality, as follows: <ul style="list-style-type: none"> ○ Up to ten (10) custom fields with conditional logic limited to configurable options available in the Sitefinity rule manager <p>Up to one (1) standard Customer branded Cascading Style Sheet (CSS)</p> |
| 3 | <p>Lifecycle Management</p> <ul style="list-style-type: none"> • Tracking the progression of constituents / contacts throughout the entire lifecycle from lead to prospect to applicant to matriculated student and beyond. | <p>Configuration of lifecycle entity, as follows:</p> <ul style="list-style-type: none"> • Up of one (1) business process flow (BPF), as follows: <ul style="list-style-type: none"> ○ Up to seven (7) stages including three (3) steps per stage ○ Workflows to support automation are delivered |
| 4 | <p>Managing Communications, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • The creation, management, tracking, and monitoring of ad hoc and automated, multi-faceted, bi-directional communications, such as email, letter, SMS, chat, voice, etc. to | <p>Configuration of one (1) segment to support one (1) customer journey with up to fifteen (15) tiles, as follows:</p> <ul style="list-style-type: none"> • One (1) standard Customer branded CSS • One (1) Marketing email template |

| Sequence Number | Anthology Reach Process Name and Description | Scope of Work |
|-----------------|---|--|
| | <p>targeted audiences as defined by the institution.</p> <ul style="list-style-type: none"> Marketing Task Management | <p>Configuration of Short Message Service (SMS) via TeleSign</p> <ul style="list-style-type: none"> Long codes for the Non-Production Environment and Production Environment will be procured in accordance with the Agreement <p>Configuration of Chat via Live Assist</p> <ul style="list-style-type: none"> Live Assist will only be available in the Production Environment Chat will only be configured if Customer has subscribed to Chat, pursuant to the Agreement |
| 5 | <p>Event Management</p> <ul style="list-style-type: none"> A dynamic process for organizing and planning details and resources of events incorporating the use of web forms and platform. | <p>Configuration of one (1) web form for event registration with up to five (5) custom fields with conditional logic, as follows:</p> <ul style="list-style-type: none"> Configuration of one (1) Event in Anthology Reach and training in venue management, participants, logistics, and sponsorship management Up to one (1) standard Customer branded CSS for one (1) TPC Event Registration webform Configuration of one (1) payment gateway to one (1) parent event <ul style="list-style-type: none"> Anthology assumes the payment gateway provider will be PayPal, CashNet, TouchNet, Authoize.Net, ACI Funding Portal, or NelNet. Other payment gateway providers are considered to be out of scope. |
| 6 | <p>Trip Management</p> <ul style="list-style-type: none"> A planning, approval and scheduling process to create trip related itineraries incorporating activities, events, and appointments. | <p>Configuration of one (1) trip with activation of up to three (3) out-of-the-box workflows for trip approval process or non-approval process, sending email notification for trip status change and sending email notification for trip activity</p> |
| 7 | <p>Case Management, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> Case Creation Auto response emails Knowledge Base Case Relationships Dashboards/views | <p>Configuration of one (1) mailbox and one (1) queue including one (1) case routing rule and one (1) automatic email response</p> |
| 8 | <p>Dashboards, consisting of the following sub-</p> | <p>Configuration of up to one (1) dashboard pulled from a</p> |

| Sequence Number | Anthology Reach Process Name and Description | Scope of Work |
|-----------------|--|---|
| | processes: <ul style="list-style-type: none"> Charts Views | system view, as follows: <ul style="list-style-type: none"> Up to three (3) charts per dashboard |
| 9 | Marketing App | Configuration of up to five (5) security roles Configuration of one (1) subscription center Configuration of one (1) out-of-the-box D365 report Delivery of up to two (2) out-of-the-box PowerBI report templates |
| 10 | System Configurations | Configuration of one (1) Non-Production Environment and one (1) Production Environment integrated with Customer's Active Directory (AD) and single sign-on (SSO) authentication process for the number of users as defined in the Agreement |

V. Anthology Apply Business Processes

| Sequence Number | Anthology Apply Process Name and Description | Scope of Work |
|-----------------|---|---|
| 1 | Application Management , consisting of the following sub-processes: <ul style="list-style-type: none"> The submission, receipt, tracking and monitoring, and follow up communications to enable a completed application ready for review and decision | Configuration of application entity, as follows: <ul style="list-style-type: none"> Up to twenty (20) custom fields Up to one (1) custom form Up to one (1) custom view Configuration of one (1) application definition including one (1) application version and one (1) application detail Configuration of (1) application webform template, as follows: <ul style="list-style-type: none"> Up to twenty (20) custom fields Up to three (3) additional forms with conditional logic limited to configurable options available in Sitefinity rule manager Configuration of one (1) out-of-the-box recommender |

| Sequence Number | Anthology Apply Process Name and Description | Scope of Work |
|-----------------|--|---|
| | | portal, including: <ul style="list-style-type: none"> Up to five (5) custom fields |
| 2 | Requirements Management , consisting of the following sub-processes: <ul style="list-style-type: none"> The ability for an institution to identify, define, monitor, and communicate all requirement types associated to an application, which can be submitted manually, electronically or out-of-the-box through the institution's application dashboard. <ul style="list-style-type: none"> Documents Recommendations Payments Transcripts Test Scores | Configuration of up to three (3) application requirements for each application definition |
| 3 | Application Review , consisting of the following sub-processes: <ul style="list-style-type: none"> A web-based process built on the native Microsoft Power platform which enables application reviews, student selection, and decision recommendation. | Configuration of one (1) application review, as follows: <ul style="list-style-type: none"> Up to two (2) review bundles with up to three (3) reviewers and one (1) workflow |
| 4 | Decision and Enrollment Management , consisting of the following sub-processes: <ul style="list-style-type: none"> The ability to automate and dynamically manage application decisions which can be published to and viewed within a self-service portal where the applicant can accept or decline all pending offers. This consists of the ability for an applicant to submit online payments, confirm acceptance, and for the institution to monitor all reasons for declined offers and / or matriculation statuses. | Configuration of one (1) decision definition Configuration of one (1) decision definition detail |
| 5 | System Configurations | One (1) Payment Gateway integration supporting PayPal, CashNet, TouchNet, or Authorize.Net only Application Portal development for one (1) campus location including one (1) standard Customer branded CSS |

VI. Anthology Succeed Business Processes

| Sequence Number | Anthology Succeed Process Name and Description | Scope of Work |
|-----------------|--|--|
| 1 | Success Plans and To Dos , consisting of the following sub-processes: <ul style="list-style-type: none"> Assigning ad-hoc to do Dashboards/views Activities Customer Journeys | Configuration of one (1) success plan template |
| 2 | Success Networks , consisting of the following sub-processes: <ul style="list-style-type: none"> Managing Staff Roles/Members Student Alerts Dashboards/views | Configuration of one (1) success network template |
| 3 | Reach Risk Scoring , consisting of the following sub-processes: <ul style="list-style-type: none"> Dashboards/views Scoring factors/definitions | Configuration of one (1) reach risk scoring definition, including up to three (3) factors using one (1) of the following entities: <ul style="list-style-type: none"> Contacts Accounts Applications Inbound Interests Lifecycles |
| 4 | Advising Appointments , consisting of the following sub-processes: <ul style="list-style-type: none"> Portal Activity Management | Configuration of one (1) Student Portal utilizing the productized Anthology Reach Student Portal |
| 5 | System Configurations | Configuration of one (1) student alert template Configuration of one (1) workflow to send a notification to a user or student when an action item needs attention or has been completed |

VII. Anthology Digital Assistant

Anthology will deploy a web app associated with Digital Assistant to the Customer's Anthology Cloud environment.

- The web app provisions the core cognitive model and populates the bot response answer entity in conjunction with Anthology Reach
- Anthology will provide training and configuration support to Customer specific to the Live Assist administration console and add the Bot ID.

- Anthology will provide training and configuration and support to Customer specific to the Advanced Security module to set the permissions to the user to edit the answers on the Bot Response Entity.
- Anthology will provide training and configuration and support to Customer specific to updating the Bot Response answers.

VIII. Anthology Raise Business Processes

| Sequence Number | Anthology Raise Process Name and Description | Scope of Work |
|-----------------|---|--|
| 1 | Constituent and Organization Management , consisting of the following sub-processes: <ul style="list-style-type: none"> • Creation of Constituents and Organizations <ul style="list-style-type: none"> ◦ Address and name management ◦ Affiliation and Association management | Configuration of contact entity, as follows: <ul style="list-style-type: none"> • Up to twenty (20) custom fields • Up to two (2) custom forms • Up to three (3) custom views • Up to two (2) custom duplicate detection rules Configuration of account entity, as follows: <ul style="list-style-type: none"> • Up to ten (10) custom fields • Up to one (1) custom form • Up to one (1) custom view • Up to two (2) custom duplicate detection rules |
| 2 | Gift Processing , consisting of the following sub-processes: <ul style="list-style-type: none"> • An automated and dynamic process for capturing, tracking, and reporting on all donations and commitments associated with Constituents and Organizations <ul style="list-style-type: none"> ◦ Contact and Account Management ◦ Dashboards/Views/Charts | Configuration of donation entity, as follows: <ul style="list-style-type: none"> • Up to ten (10) custom fields • Up to one (1) custom form • Up to one (1) custom view Configuration of commitment entity, as follows: <ul style="list-style-type: none"> • Up to ten (10) custom fields • Up to one (1) custom form • Up to one (1) custom view |
| 3 | Prospect Management (lifecycle management) <ul style="list-style-type: none"> • An automated and dynamic process for capturing, tracking and following up on all prospects. • Tracking the progression of constituents / organizations throughout the entire lifecycle from Identification to cultivation to proposals to stewardship and beyond. • Documents (i.e., gift agreements) • Track ratings on constituent and organization entities. Create Ratings Factors/Definitions | Configuration of lifecycle entity, as follows: <ul style="list-style-type: none"> • Up to two (2) business process flows (BPFs) for two (2) separate lifecycle types, as follows: <ul style="list-style-type: none"> ◦ Up to seven (7) stages ◦ Up to two (2) workflows ◦ Up to ten (10) custom fields ◦ Up to one (1) custom form |
| 4 | Research , consisting of the following sub-processes: <ul style="list-style-type: none"> • The creation, management, tracking, and monitoring of ad hoc and automated Research Requests. | Configuration of Research Request <ul style="list-style-type: none"> • Up to seven (7) request types • Up to two (2) workflows • Up to ten (10) custom fields • Up to one (1) custom form |

| Sequence Number | Anthology Raise Process Name and Description | Scope of Work |
|-----------------|--|--|
| 5 | Integrations <ul style="list-style-type: none"> • Anthology Finance <ul style="list-style-type: none"> ○ Ability to capture and upload gift and commitment transactions to the general ledger in Anthology Finance. ○ Ability to send employee commitment transactions to employee benefits in Anthology Finance to create deduction details. ○ Payroll Deduction Extract • Anthology Student <ul style="list-style-type: none"> ○ Ability to identify and store class year, program, program level in Raise • Anthology Encompass <ul style="list-style-type: none"> ○ Ability to have the most relevant and up-to-date information about constituents. | <p>Configuration of</p> <ul style="list-style-type: none"> • one (1) process to gather gift/commitment transactions in a csv file and upload to "blob" storage. Anthology Finance will pick up transactions from "blob" and create general ledger transactions • one (1) process to gather employee commitments from existing GL feed and create deduction details on the benefits side in Anthology Finance. • one (1) process to gather employee deductions from payroll and upload to "blob" to create employee payroll payments on commitments within Raise. <p>Configuration of Anthology Encompass Integration</p> <ul style="list-style-type: none"> • uses web service calls sent by the Anthology Raise system to send and retrieve data. • system predefined fields will be mapped via existing template. |
| 6 | Dashboards , consisting of the following sub-processes: <ul style="list-style-type: none"> • Charts • Views | <p>Configuration of up to one (1) dashboard pulled from a system view, as follows:</p> <ul style="list-style-type: none"> • Up to three (3) charts per dashboard |
| 7 | System Configurations | <p>Configuration of</p> <ul style="list-style-type: none"> • one (1) Non-Production Environment and one (1) Production Environment integrated with Customer's Active Directory (AD) and single sign-on (SSO) authentication process for the number of users as defined in the Agreement • Configuration of up to two (2) security roles using native Raise functionality <p>Sitemap cleanup - Clear the sitemap to ensure only functionality that is leveraged in the solution is exposed to an end user to simplify the interface.</p> |
| 8 | Go-Live Support | <p>Anthology will provide assistance and troubleshooting, as determined by Anthology, regarding the use of the Anthology Solutions in accordance with the mutually agreed upon configuration of the Anthology Solutions for a duration of four (4) weeks. At the conclusion of this period, Customer will be transitioned to Anthology's Client Services Team and further support will be provided to Customer in accordance with the Agreement.</p> |

IX. Anthology Encompass

| Anthology Encompass Process Name and Description | Scope of Work |
|---|---|
| <p>Encompass Plus consists of the following modules:</p> <ul style="list-style-type: none"> • Donations • Events • Email Marketing • Content Management • Scoreboards • Community Engagement • Membership | <ul style="list-style-type: none"> • One (1) subcommunity configured • Site design consisting of: <ul style="list-style-type: none"> ○ Three (3) CMS templates ○ One (1) Lightning Giving template ○ One (1) email template • Up to two (2) eCommerce configurations selected from a list of partnered solutions • One (1) external authentication service configured (if needed) |
| <p>Professional Services: consultation services</p> | <ul style="list-style-type: none"> • One (1) standard giving form with up to five hundred (500) designations • Four (4) standard event form templates • Configuration of one (1) alumni directory • Up to ten (10) hours of implementation build assistance |

Appendix B – Technical Services

I. Services Provided

Anthology will provide the following services (the “Services”). Customer will direct and prioritize which of the Services are delivered based on a maximum of four thousand eight hundred (4,800) hours.

- a. **Anthology Solutions Technical Training, Consultation and Custom Development.** Anthology will perform, based on Customer prioritization and choice, the following services in conjunction with the Anthology Solutions, as follows:
 - Data Extraction, Transformation, and Migration Services, as defined in Section 5B of this SOW, including:
 - Review custom report requirements complexity and level of effort to determine approximate development timeline
 - Develop custom reports per Customer prioritization
 - Review custom self-service web form requirements complexity and level of effort to determine approximate development timeline
 - Develop, modify or enhance custom or standard web forms per Customer prioritization
 - Review workflow requirements complexity and level of effort to determine approximate development timeline
 - Develop/configure new or modify existing workflow processes per Customer prioritization
 - Review custom integration requirements complexity and level of effort to determine approximate development timeline for the following integration solutions:
 - AccuSQL/Accutrack (Collects ABE attendance)
 - Award Spring (scholarship software)
 - Employee Account Provisioning
 - Handshake (WTCS Job Posting)
 - IdentiSys (badges/ids for students and employees)
 - Innovative Sierra (library service (check in/out))
 - Maxient (student conduct)
 - Runner EDQ (Clean Address)
 - SharePoint (The Bridge – Intranet)
 - SumTotal (Professional Development and Performance Management)
 - Upon completion of the custom integration requirements, Anthology and Customer will update the custom integration requirements complexity and level of effort to refine the development timeline of the identified integrations. The updated integration requirements will consist of recommendations related to cost, schedule, and performance implications. The Change Order Process defined in Section 5F of this SOW may be initiated for any modifications needed in conjunction with cost, schedule, or performance.
 - Develop, modify or enhance integrations per Customer prioritization
 - Technical consultation on standard Anthology solutions and solutions
 - Performance profiling on standard Anthology solutions and solutions
 - Student Portal Account Workflow Package
 - Anthology will provide a packaged solution that creates Azure Active Directory accounts (Cloud identity) based on student status.
 - Learning Management System Integration Package supporting Blackboard

- Push student user accounts from Anthology Student
 - Push faculty and staff user accounts from Anthology Student
 - Push term course schedules from Anthology Student
 - Push instructor assignments from Anthology Student
 - Push student course enrollments (e.g., registrations) from Anthology Student
 - Import final grade records into Anthology Student
 - Import participation (e.g., attendance) into Anthology Student
 - Provide single sign-on (“SSO”) from Anthology Student Portal
 - Support student, faculty and staff user accounts
 - Support direct course launch
- Emergency Alert System Integration Package supporting Rave
 - Anthology will create file to extract student and staff data based on a configurable status and drop on SFTP.
 - Anthology will create SSO from Portal to Rave for student to opt in/opt out.
 - No data/updates will come back to Anthology Student.
- Bookstore Integration Package supporting Follet Bookstores
 - Import a book ledger file
 - Customer will be able to get file as a .csv or delimited format from Follet
 - File includes a primary identifier (SyStudentID or Student Number) and other fields required to post a transaction
 - To support regulatory needs, add a link to the Course Schedule (e.g., course offering/catalog) to redirect to the bookstore to designate the books per course
 - Add the same link to two (2) pages in the portal under Course Schedule (anonymous)
 - Link is similar to an SSO sending the data to the bookstore
 - Assumes the Course Code, Section and Term Code matches from Anthology Student to Follet
- Transcript Integration Package supporting Parchment
 - Single Sign On
 - From Anthology Student Portal and Parchment Portal
 - Transcript request in Anthology Student/Transcript out from Anthology Student
 - Parchment will receive a request from Student or institution.
 - Parchment will pass that request to Anthology Student
 - Integration will receive that request, create PDF of transcript, CSV file for data, encrypt it and send it to Parchment via SFTP or other electronic way
 - Integration will mark the request as completed
- Provide technical training for an audience of technical developers on how to:
 - Develop self-service web forms and workflows utilizing Forms Builder with Eventing and Workflow
 - Develop utilizing Anthology Web Services and APIs
 - Develop custom reports
 - Access data through the data views and Open Data Protocol layer

II. Staffing

Anthology shall maintain a Service Delivery resource along with other supporting personnel (the "Anthology Team") to provide the Services as outlined in this Appendix B. Anthology will have the right to determine how to staff the Services, including the right to assign, remove, or replace Anthology personnel as needed. Should Customer advise Anthology as to any problems, concerns, or issues with any such Anthology personnel, Anthology shall use commercially reasonable efforts to address and correct such issues, including the removal or replacement of such personnel.

- Anthology will deliver the Services remotely
- The Services provided are based on a maximum of four thousand eight hundred (4,800) hours.
 - Customer may add additional hours at a later date via a Change Order, at additional cost.

III. Assumptions

Anthology's ability to deliver the Services depends upon Customer's reasonable and timely cooperation, availability of skilled resources, as well as the accuracy and completeness of any information Customer provides. In the event of a failure of any of the foregoing, or if any assumptions herein change or are inaccurate, then the scope of services, duration and costs may change. In such instance, Anthology shall notify Customer in writing of such failure and the impact on Anthology's ability to perform its obligations hereunder as promptly as practicable (and Anthology shall use commercially reasonable efforts to allow Customer up to five (5) business days to review the notice, subject to any additional delays or costs it may cause to the project). If Customer does not correct the issue identified by Anthology and Anthology must incur additional costs or delay performance as a result of such failure (after making reasonable efforts to mitigate such effects), Customer and Anthology will enter into a mutually acceptable Change Order following the Change Order process outlined within this SOW.

- Customer will assign qualified and engaged business and technical resources to work with Anthology as reasonably requested to perform services.
- Customer will authorize/provide secure remote access to Anthology Solutions and any other required Customer systems using Anthology's approved methods of remote access. Anthology will be responsible for complying with Customer's network access and security policies provided Customer provides such policies to Anthology prior to becoming applicable.
- Performance of the Services is conditioned upon Customer fulfilling the responsibilities and obligations as described in this SOW in all material respects.
- Any changes to the Services or scope set forth in this SOW will be documented in a mutually executed Change Order following the Change Order process set forth in this SOW.
- Anthology will comply with Customer policies and operating procedures, provided Customer has provided Anthology with written notice of all such policies and procedures.
- Notwithstanding anything herein to the contrary, Anthology shall not be obligated to perform any services that would cause it to be in conflict with any law, rule or regulation. If Anthology believes that its performance of any services would cause such a conflict, Anthology will notify Customer promptly in writing of the issue giving rise to such conflict and will work in good faith with Customer to address such issue with the goal of resuming services as soon as reasonably practicable.
- Customer will prioritize the Services provided by Anthology based upon the maximum number of hours provided within this SOW. Any changes to the number of hours provided within this SOW will be documented in a mutually executed Change Order.
- Customer will designate a resource to serve as the primary point of contact for coordinating service requests and assisting with request prioritization.
- Customer will authorize appropriate system access for the team of Anthology Personnel to perform the Services, subject to the terms of the Agreement and this SOW.
- Customer acknowledges that changes in new releases to the Anthology Solutions may impact the functionality or operability of the custom solutions, and services provided within this SOW do not cover functionality or operability of the custom solutions that are impacted by the new release's changes.
- Customer can request that Anthology recertify the custom solutions against a new release of the Anthology Solutions/Licensed Program with a separate Change Order or a Professional Services Support Contract ("PSSC"). The recertification process confirms that the custom solutions continue to function as originally scoped and delivered.

Certificate Of Completion

Envelope Id: BC065FE0B59942ED8E1B2087743B97ED
 Subject: Lakeshore - Agreements
 Source Envelope:
 Document Pages: 78
 Certificate Pages: 4
 AutoNav: Enabled
 Envelopeld Stamping: Disabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Yvonne Seoane
 5201 Congress Avenue
 Boca Raton, FL 33487
 yseoane@anthology.com
 IP Address: 73.84.252.242

Record Tracking

Status: Original
 July 6, 2022 | 13:08


Holder: Yvonne Seoane
 yseoane@anthology.com

Location: DocuSign

Signer Events

Anders Nessen
 ANessen@anthology.com
 CFO
 AN
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 8E569537DE764EA...

Signature Adoption: Pre-selected Style
 Using IP Address: 136.226.59.8

Timestamp

Sent: July 6, 2022 | 13:12
 Viewed: July 6, 2022 | 13:16
 Signed: July 6, 2022 | 13:16

Electronic Record and Signature Disclosure:

Accepted: July 6, 2022 | 13:16
 ID: 603f7a4a-9de9-4707-9706-1bc2736a03b1

| In Person Signer Events | Signature | Timestamp |
|--|------------------|----------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | July 6, 2022 13:12 |
| Certified Delivered | Security Checked | July 6, 2022 13:16 |
| Signing Complete | Security Checked | July 6, 2022 13:16 |
| Completed | Security Checked | July 6, 2022 13:16 |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Anthology Inc. f/k/a Campus Management Corp. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Anthology Inc. f/k/a Campus Management Corp.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: yseoane@anthology.com

To advise Anthology Inc. f/k/a Campus Management Corp. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at yseoane@anthology.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Anthology Inc. f/k/a Campus Management Corp.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to yseoane@anthology.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Anthology Inc. f/k/a Campus Management Corp.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to yseoane@anthology.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Anthology Inc. f/k/a Campus Management Corp. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Anthology Inc. f/k/a Campus Management Corp. during the course of your relationship with Anthology Inc. f/k/a Campus Management Corp..



STATEMENT OF WORK No. PSTSPKG-2459627

This STATEMENT OF WORK ("SOW") identifies the scope of services, deliverables, and payment arrangements between **Anthology Inc.** ("Anthology") and **Lakeshore Technical College** ("Customer"), and is subject to the Addendum to the Master Agreement for Software As A Service, Software, and Professional Services entered into by Anthology and Customer dated as of July 1, 2022 (the "Addendum") and the General Terms of the Master Agreement for Software As A Service, Software, and Professional Services between Anthology and Southwest Wisconsin Technical College, dated as of June 30, 2020, as amended and revised by the Addendum (the "Master Terms" and collectively with the Addendum, the "Agreement"). This SOW shall control over any conflicting terms, conditions, or pricing in the Agreement. This SOW will become effective by Customer submitting to Anthology its signature on this SOW and Anthology's signature and acceptance thereafter ("Effective Date"). Anthology shall have no obligation to perform services prior to such time.

I. Objectives

The objective of this engagement is for Anthology to provide technical consultation, training and custom development support, maintenance and development services to Customer in conjunction with the Anthology Software.

II. Term

The commencement of services under this SOW shall begin on a mutually agreeable date, documented by a Change Order, (the "Commencement Date"), and continue for a period of one (1) year (the "Term"). The Term shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term.

III. Services Provided

Anthology will provide the following services ("The Services"). Customer will direct and prioritize which of The Services are delivered based on the maximum number of hours per one (1) year Term. The Services provided are based on a maximum of four hundred eighty (480) hours per one (1) year Term.

- a. **Anthology Software Technical Training, Consultation and Custom Development Support, Maintenance and Development.** Anthology will perform, based on Customer prioritization and choice, custom development support and maintenance services relative to the custom solutions developed by Anthology including the functions, scope and responsibilities as detailed below:

| Anthology Software and Custom Development Support and Development Services | Anthology | Customer |
|---|------------------|-----------------|
| Support and custom development services | ✓ | |
| Perform necessary maintenance to ensure that custom solutions are up and running when the operating system and hardware are functioning | ✓ | |
| Provide telephone support to Customer's named corporate users during the hours of 8:00 a.m. to 8:00 p.m. ET ("Normal Hours"). Support requests required outside of Normal Hours may be completed based on resource availability and will be billed separately from this SOW | ✓ | |
| Assist with issues, analysis, support questions, defect resolution, recertification needs, documentation, and meetings | ✓ | |



| Anthology Software and Custom Development Support and Development Services | Anthology | Customer |
|--|-----------|----------|
| Follow defined Client Services Support Process for the reporting of software errors to Anthology | | ✓ |
| Review custom report requirements complexity and level of effort to determine approximate development timeline | ✓ | |
| Develop custom reports per Customer prioritization | ✓ | |
| Review custom Application/RFI form requirements complexity and level of effort to determine approximate development timeline | ✓ | |
| Develop, modify or enhance custom or standard forms per Customer prioritization | ✓ | |
| Review workflow requirements complexity and level of effort to determine approximate development timeline | ✓ | |
| Develop/configure new or modify existing workflow processes per Customer prioritization | ✓ | |
| Review custom integration requirements complexity and level of effort to determine approximate development timeline | ✓ | |
| Develop, modify or enhance integrations per Customer prioritization | ✓ | |
| Assist and provide technical and functional training and consultation as needed upon Customer's request | ✓ | |

IV. Staffing

Anthology shall maintain a Service Delivery resource along with other supporting personnel (the "Anthology Team") to provide The Services under this SOW. Anthology will have the right to determine how to staff The Services including the right to assign, remove, or replace Anthology personnel as needed. Should Customer advise Anthology as to any problems, concerns, or issues with any such Anthology personnel, Anthology shall use commercially reasonable efforts to address and correct such issues, including the removal or replacement of such personnel.

- a. Anthology will deliver The Services remotely. On occasion, Anthology will deliver The Services at Customer's site.
- b. The Services provided are based on a maximum of four hundred eighty (480) hours per one (1) year Term.
 - i. Customer may add additional hours at a later date via a Change Order for the same Term.
- c. The Services will be performed during standard business hours, between 9:00 a.m. EST and 5:30 p.m. EST Monday through Friday. Anthology and Customer agree that with timely notice and agreed planning these hours may be modified to perform any project aspects that need to be completed off peak time in order to not impact business production.

V. Assumptions

Anthology's ability to deliver The Services depends upon Customer's reasonable and timely cooperation, availability of skilled resources, as well as the accuracy and completeness of any information Customer provides. In the event of a failure of any of the foregoing, or if any assumptions herein change or are inaccurate, then the scope of services, duration and costs may change. In such instance, Anthology shall notify Customer in writing of such failure and the impact on Anthology's ability to perform its obligations hereunder as promptly as practicable (and Anthology shall use commercially reasonable efforts to allow Customer up to five (5) days to review the notice, subject to any additional delays or costs it may cause to the project). If Customer does not correct the issue identified by Anthology and Anthology must incur additional costs or delay performance as a result of such failure (after making reasonable efforts to mitigate



such effects), and Customer and Anthology will enter into a mutually acceptable Change Order following the Change Order process outlined within this SOW.

a. General

- i. Customer will assign qualified and engaged business and technical resources to work with Anthology as reasonably requested to perform services.
- ii. Customer will authorize/provide secure remote access to Anthology Software and any other required Customer systems using Anthology's approved methods of remote access. Anthology will be responsible for complying with Customer's network access and security policies provided Customer provides such policies to Anthology prior to becoming applicable.
- iii. Installation, configuration and analysis for the use of any Anthology Software modules that are not currently installed and configured on Customer's current Production Environment is excluded from this SOW.
- iv. Third-party product installation or configuration is excluded from this SOW.
- v. Performance of The Services is conditioned upon Customer fulfilling the responsibilities and obligations as described in this SOW in all material respects, and subject to the notice processes applicable to Anthology described in this Section V.
- vi. Any changes to The Services or scope set forth in this SOW will be documented in a mutually executed Change Order following the Change Order process set forth in this SOW.
- vii. The Services provided hereunder are separate and distinct from services related to any CampusCare Agreement, maintenance and support agreement, or SaaS agreement in effect between the parties. Customer shall maintain CampusCare Support or SaaS services in order for Anthology to provide support and maintenance for the Anthology Software.
- viii. Anthology will comply will Customer policies and operating procedures, provided Customer shall provide Anthology with written notice of all such policies and procedures.
- ix. Except as otherwise expressly provided herein, Anthology does not assume any responsibility for the management or operations of Customer's business or undertake to perform any obligations of Customer, whether contractual, regulatory or otherwise.
- x. Notwithstanding anything herein to the contrary, Anthology shall not be obligated to perform any services that would cause it to be in conflict with any law, rule or regulation. If Anthology believes that its performance of any services would cause such a conflict, Anthology will notify Customer promptly in writing of the issue giving rise to such conflict and will work in good faith with Customer to address such issue with the goal of resuming services as soon as reasonably practicable.

b. Services

- i. Anthology will not be responsible for outages and transaction failures due to issues with third party provided technology or systems, unless the failure is due to incorrect or improper specifications.
- ii. Re-certifications requested after the four (4) weeks prior to the release of the Anthology Software/Licensed Program will take approximately ten (10) days after the official release of the Anthology Software/Licensed Program for Anthology to provide recertification.
- iii. Defects that are introduced from the new feature release of the Anthology Software/Licensed Program impacting the Custom Solutions may extend the recertification process.
- iv. Customer will prioritize The Services provided in the Anthology hours provided per week. Any changes to the number of hours provided per week will be documented in a mutually executed Change Order.
- v. Anthology Software upgrades are excluded from this SOW.
- vi. Customer will designate a resource to serve as the primary point of contact for coordinating service requests and assisting with request prioritization.
- vii. Customer will authorize appropriate system access for a team of up to four (4) Anthology Personnel to perform The Services, subject to the terms of the Agreement and this SOW.



VI. Fees

The Fixed Fees per Term for The Services are **\$60,000**. Travel and Expenses are not included in the Fixed Fees and will be billed as incurred. Customer shall pay the Fixed Fees in twelve (12) monthly payments of **\$5,000** each commencing on the Commencement Date, via ACH. Subsequent payments will be due the first day of each month, via ACH.

Future Pricing: The Fixed Fees shall increase by three percent (3%) per annum, without additional notice, effective each anniversary of the Commencement Date. Notwithstanding the foregoing, Anthology reserves the right to change the annual Fixed Fees upon a Term renewal, provided Anthology has given Customer at least sixty (60) days written notice prior to any Term renewal date.

Early Termination Fee: If Customer terminates this SOW for convenience at any time during the Term, then Customer shall promptly pay to Anthology all amounts due hereunder for the remainder of the Subscription Term.

The pricing is conditioned on the assumptions and scope of services defined herein. Customer shall pay Anthology on a Time and Materials basis or otherwise on a fixed fee basis mutually agreed to by the parties for any additional services rendered outside the defined scope of this SOW.

The terms and pricing in this SOW shall expire if not executed by Customer by June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the dates set forth below.

LAKESHORE TECHNICAL COLLEGE

By: Paul Carlsen
Print: Paul Carlsen
Title: President
Date: 06/29/2022

PC *BP*

ANTHOLOGY INC.

DocuSigned by:
By: Anders Nessen
Print: Anders Nessen
Title: CFO
Date: July 6, 2022

Certificate Of Completion

Envelope Id: BC065FE0B59942ED8E1B2087743B97ED

Status: Completed

Subject: Lakeshore - Agreements

Source Envelope:

Document Pages: 78

Signatures: 4

Envelope Originator:

Certificate Pages: 4

Initials: 0

Yvonne Seoane

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5201 Congress Avenue

EnvelopeId Stamping: Disabled

Boca Raton, FL 33487

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yseoane@anthology.com

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yseoane@anthology.com

Signer Events

Anders Nessen


ANessen@anthology.com

CFO

AN

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



8E569537DE764EA...

Signature Adoption: Pre-selected Style
Using IP Address: 136.226.59.8**Timestamp**

Sent: July 6, 2022 | 13:12

Viewed: July 6, 2022 | 13:16

Signed: July 6, 2022 | 13:16

Electronic Record and Signature Disclosure:

Accepted: July 6, 2022 | 13:16

ID: 603f7a4a-9de9-4707-9706-1bc2736a03b1

| In Person Signer Events | Signature | Timestamp |
|--|------------------|----------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | July 6, 2022 13:12 |
| Certified Delivered | Security Checked | July 6, 2022 13:16 |
| Signing Complete | Security Checked | July 6, 2022 13:16 |
| Completed | Security Checked | July 6, 2022 13:16 |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Getting paper copies

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To advise Anthology Inc. f/k/a Campus Management Corp. of your new email address

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

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CHANGE ORDER #1

To SOW #2459627

Dated July 6, 2022



Lakeshore Technical College

Anthology Solutions Implementation



1. EFFECTIVE DATE OF THE STATEMENT OF WORK ("SOW"): July 6, 2022
2. CHANGE DATA:
 - a. Title of Change: Payment Schedule Modification
 - b. Effective Date of Change: Upon execution of this Change Order
 - c. Change Type: Update Payment Terms
 - d. Change Reason:
 - The parties desire to amend the payment terms.
 - e. Change Details:
 - (1) Contractual Changes
 - The payment terms in Section 7 of the SOW are amended per Section 3 below.
 - (2) Assumptions
 - Once Customer executes this Change Order, any further modifications will require a new Change Order.
 - All assumptions in the SOW apply to this Change Order.
 - Anthology's ability to deliver the services depends upon Customer's full and timely cooperation, dedication of skilled resources, as well as the accuracy and completeness of any information Customer provides. In the event of a failure of any of the foregoing, or if any assumptions herein change or are inaccurate, then the scope of services, duration and costs may change.
3. FEES, BILLING AND PAYMENT SCHEDULE:
 - a. Impact on fees, if any: No.



Lakeshore Technical College – Payment Schedule Modification

Anthology Inc.

b. Modified schedule of payments for the Change:

Anthology will extend the payment schedule from 24 to 30 payments so that the payment schedule ends in December 2024 as opposed to June 2024.

Customer has been invoiced for payments due from July 2022 through January 2023, in the amount of \$82,788.34 per month. Customer shall pay the remaining Fixed Fees in twenty-three (23) monthly payments of \$61,191.37 each, commencing on February 1, 2023. Subsequent payments will be due the first day of each month.

4. ADDITIONAL TERMS & CONDITIONS AND/OR OTHER COMMENTS:

This Change Order amends the SOW referenced herein. All capitalized terms listed herein shall have the meaning set forth in the SOW.

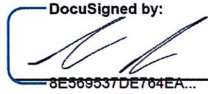
Except as amended herein, all terms and conditions of the SOW remain unchanged and in full force and effect.

Agreed and accepted by:

LAKESHORE TECHNICAL COLLEGE

By: Paul Carlsen
Print: Paul Carlsen
Title: President
Date: Feb 17, 2023

*EER**BR***ANTHOLOGY INC.**

By: 
Print: Anders Nessen
Title: CFO
Date: February 24, 2023

Certificate Of Completion

Envelope Id: 150283E9B2634FCEB9D7C7E7B22A092C

Status: Sent

Subject: Lakeshore Tech College/Anthology Contracts-Lakeshore Technical College CO1 to SOW 2459627 v2

Source Envelope:

Document Pages: 3

Signatures: 0

Envelope Originator:

Certificate Pages: 7

Initials: 0

Trish Stewart

AutoNav: Enabled

5201 Congress Avenue

Envelopeld Stamping: Enabled

Boca Raton, FL 33487

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

TStewart@anthology.com

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Paul.carlsen@gotoltc.edu

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yseoane@anthology.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Anders Nessen

ANessen@anthology.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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ID: f672235a-bf3e-4ee7-b695-5b809b826e4c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Brenda Riesterer

Brenda.riesterer@gotoltc.edu

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ID: 2cd17a5e-d9a4-4a85-8e33-99ee48958b79

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| Jayne Anderson JAnderson@anthology.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Billing Billing@anthology.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Client Services Management Group ClientServicesManagers@anthology.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Order Management ordermgmt@blackboard.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Carlos Solorzano CSolorzano@anthology.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Kyle Huston KHuston@anthology.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Ariel Zhang AZhang@anthology.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Rob Butler rbutler@anthology.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

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| <p>Raquel Cruz RCruz@anthology.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | | |
| <p>Yvonne Seoane YSeoane@anthology.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | | |
| <p>Chuck Dott CDott@anthology.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | | |
| <p>Roman Civalero RCivalero@anthology.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | | |
| <p>Tammi Dorsey TDorsey@anthology.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/25/2022 1:47:57 PM ID: 470eef75-a13a-4358-b174-06f57da5aefc</p> | | |
| <p>Malcolm Logan MLogan@anthology.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/21/2022 12:27:12 PM ID: 6c1a2f07-1449-44ce-ac8e-b034769c015a</p> | | |
| <p>Reginald Daniel RDaniel@anthology.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | | |
| <p>Chris Creaney CCreaney@anthology.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p> | | |

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| Witness Events | Signature | Timestamp |
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| Envelope Sent | Hashed/Encrypted | 2/16/2023 1:41:55 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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Intermediary Delivery Events

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| Tammi Dorsey TDorsey@anthology.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/25/2022 1:47:57 PM ID: 470eef75-a13a-4358-b174-06f57da5aefc | COPIED | Sent: 2/24/2023 10:40:33 PM |
| Malcolm Logan MLogan@anthology.com SeniorDirector Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/21/2022 12:27:12 PM ID: 6c1a2f07-1449-44ce-ac8e-b034769c015a | COPIED | Sent: 2/24/2023 10:40:33 PM |
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| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 2/20/2023 3:04:25 PM |
| Certified Delivered | Security Checked | 2/24/2023 10:39:32 PM |
| Signing Complete | Security Checked | 2/24/2023 10:40:07 PM |
| Completed | Security Checked | 2/24/2023 10:40:44 PM |
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